

Competition Terms and Conditions

Beauty and the Beast Premiere Competition

It is important that you read and understand these Terms and Conditions, particularly paragraphs about Disney's legal responsibility to you such as paragraph iii. If you do not understand these Terms and Conditions, you should seek help to understand them.

1. Competition overview

- a) To be eligible to enter the "Beauty and the Beast Premiere Competition" (the "**Competition**"), you must be a resident of Australia and hold an active Facebook account. Facebook accounts are free and open to all Australia residents aged thirteen (13) years or older.
- b) To enter the Competition, entrants must:
 - i. Sign into their Facebook account and go to Walt Disney Studios Australia & New Zealand Facebook page located at <https://www.facebook.com/WaltDisneyStudiosAUNZ/> (the "**Walt Disney Studios AUNZ Facebook Page**");
 - ii. locate the Competition post (the "**Post**") on the Walt Disney Studios Facebook Page; and
 - iii. post in the comments section of the Post answering in 25 words or less, "Tag the person who brings beauty to your life and tell us why including the hashtag #TakeYourBeautyComp (the "**Entry**"). Failure to include the #TakeYourBeautyComp will result in the entry being deemed invalid.
- c) Entry is open from Tuesday 21 February 2017 at 10:00AM AEDT and closes at Thursday 23 February 2017 at 11:00PM AEDT (the "**Competition Period**"). Entry can only be made during the Competition Period. The Competition will be decided on Friday 24 February 2017 (the "**Selection Date**").
- d) You may enter the Competition once and are eligible to win one (1) Prize.
- e) Entry into the Competition is free (except for any normal internet or mobile connection charges that may apply).
- f) Entry and continued participation in the Competition is dependent on the entrants following and acting in accordance with the Facebook Statement of Rights and Responsibility, which can be viewed at <http://www.facebook.com/terms/php>.
- g) This Competition adheres to the terms and conditions set out in the Facebook promotion guidelines, which can be found at: http://www.facebook.com/promotions_guidelines.php.
- h) This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.

2. Promoter

- a) The promoter of this Competition is The Walt Disney Company (Australia) Pty Limited ACN 054 610 025 ("**Disney**") of Level 5, 650 Chapel Street, South Yarra, Melbourne, Victoria, 3141, Australia.
- b) All prize draws will take place at the offices of Disney.

3. Eligibility

- a) To be eligible to enter the Competition:
 - i. you must be a permanent resident of Australia;
 - ii. if you are younger than eighteen (18) years old, your parent or guardian (over the age of 18) will need to agree to these Terms and Conditions (we may contact this person to confirm their agreement); and
 - iii. neither you nor anyone in your immediate family may be an employee of Disney, Lucasfilm or any of their respective affiliate, subsidiary or parent companies, or otherwise affiliated with Disney or Lucasfilm or connected to the Competition in any way.
- b) Disney may disqualify you if:
 - i. you or your Entry do not meet any one or more of the requirements set out in these Terms and Conditions;
 - ii. your Entry includes any objectionable material or infringes the rights (including intellectual property rights) of any third party; or
 - iii. you tamper in any way with the operation of the Competition.
- c) Your Entry must be complete, in English and legible.
- d) If for any reason this Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, unforeseen legal or commercial circumstances or any other causes beyond the control of Disney which corrupt or affect the administration security, fairness, integrity, or proper conduct of this Competition, Disney reserves the right in its sole discretion, to cancel, terminate, modify, delay or suspend the Competition.

4. Winner selection

- a) The Competition is a game of skill. Chance plays no part in determining the winner.
- b) Disney will appoint judges for the Competition (the "**Judges**").
- c) The winner selection will take place on the Selection Date. The Judges will select from all valid Entries into the Competition two (2) prize winners, based on creativity and innovativeness, to be awarded as the Competition prize winners (each a "**Winner**"). For the avoidance of doubt, two (2) Winners will be selected in total. The Judges' decisions are final and no correspondence will be entered into.
- d) The Winners will be notified by phone or email within one (1) day of the Selection Date (see paragraph 1(c)). All reasonable attempts will be made to contact the Winners.
- e) The Prizes must be claimed within one (1) day of the Selection Date. If for whatever reason any Prize is not claimed by this date, an unclaimed prize selection will be carried out on Monday 27 February 2017 at 10:00AM AEDT.

- f) If any proposed selection date falls on a public holiday in Victoria, that selection will be conducted on the following business day.
- g) If any person first chosen as a Winner is found to be ineligible, they will be disqualified and another entrant will be selected as replacement Winner.

5. Prize

- a) There will be two prizes (each a "Prize") to be won during the course of the Competition. The Prize will consist of:
 - A trip for two (2) people to attend the Sydney premiere of *Disney's Beauty and the Beast* on Thursday 9 March 2017, including:
 - Two (2) tickets to the Sydney premiere of *Disney's Beauty and the Beast* to be held at The State Theatre, 49 Market Street, Sydney, NSW, 2000, valued at a maximum of AU\$100.00;
 - If the Winner resides outside New South Wales,* return economy flights for two (2) people from the Winner's nearest state capital city to Sydney, Australia, valued at a maximum of AU\$2,000.00**;
 - If the Winner resides outside New South Wales, return hotel transfers for two (2) people from Sydney Airport to the city hotel, valued at a maximum of AU\$200.00*;
 - One (1) night's shared accommodation in a city hotel on Thursday 9 March 2017, valued at a maximum of AU\$600;
 - Return transfers from Sydney city hotel to the Sydney premiere of *Disney's Beauty and the Beast*, valued at a maximum of AU\$140.00
 - Two (2) 60-minute Swedish massages and then a choice between a facial or manicure/pedicure, valued at a maximum of AU\$600.00
 - Lunch for two (2) at The Dining Room waterfront restaurant at the Park Hyatt Sydney, valued at a maximum of AU\$300.00

** If the Winner resides in NSW the flight and hotel transfers components of the Prize will be forfeited in full and no substitute prize will be offered under any circumstances.*

*** Exact cost of flights varies depending on the place of departure.*

The total Competition prize pool is valued at \$3,940.00 inclusive of GST.

The Prize values are based upon the recommended retail prices (inclusive of GST). Disney does not accept any responsibility for a change in Prize value.

- b) If you are a Winner:
 - i. You and those travelling with you (your "**Guests**") must, at the very least, be able and willing to attend The State Theatre, 49 Market Street, Sydney, NSW, 2000 on Thursday 9 March 2017 at 6:00PM AEDT.
 - ii. Except as set out above and unless and to the extent otherwise specified, you are responsible for all expenses connected to your participation in the Prize, including without limitation meals, drinks, transfers, laundry charges, activities, incidentals, taxes, energy surcharges, gratuities, services charges, passports, visas and all other ancillary costs. **The Prize does not include any travel insurance. It is the responsibility of you and your Guests to purchase travel insurance. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.**
 - iii. You may not transfer the Prize to anyone or ask for any alternative Prize (including cash).

- iv. Disney may replace the Prize with another prize of equal value in the unlikely event that the Prize becomes unavailable.
- v. If you are not able to take the Prize as stated, you will forfeit the Prize and no payment or compensation will be made in lieu.
- vi. In the event that the Winner is a resident of Sydney, NSW, the flight and hotel transfers components of the Prize will be forfeited in full and no substitute prize will be offered under any circumstances. It will be the responsibility of a Sydney winner and their guest to make their way to the hotel at their own expense.
- vii. Once the Prize has left the premises of Disney, responsibility for any damage, delay or loss to the Prize during transit will pass to you.
- viii. Disney may ask you or your parent/legal guardian to provide proof of your age, identity and residency, and to sign any required documentation including release forms as a condition of claiming the Prize.
- ix. You or your parent/legal guardian are responsible for all expenses and taxes connected to your participation in the Competition and not included in the Prize.
- x. At least one parent, or legal guardian over the age of eighteen (18) must accompany you at all times throughout the conduct of the Prize if you are not over the age of 18.
- xi. If requested by Disney, the Winner may be required and must agree to be filmed during the presentation of the Prize. The Winner hereby grants to Disney the right to issue, and authorise others to issue, publicity concerning the Winner, and the right to use Winner's name (including any professional name or sobriquet adopted by Winner), likeness and biographical data in connection with the promotion of the Competition.
- xii. Disney accepts no responsibility for any variation in the value or make-up of the Prize or any event that occurs that is beyond Disney's reasonable control. The Winner also acknowledges that participation in and attendance at any event may be subject to additional terms and conditions imposed by third parties. Disney does not accept any responsibility and is not liable for additional conditions imposed at any event or for the breach of those conditions by any person.
- xiii. Disney is not responsible for selecting the Winner's companion or determining any other details of the Prize, or taking direction that relates to legal determinations concerning the Winner's companion. These are the responsibility of the Winner.

6. Ownership

- a) Disney will own your Entry and will not return your Entry at the end of the Competition. You may keep a copy of the Entry for archiving purposes.
- b) You agree that all of the rights (including intellectual property rights) in your Entry, including any copyright works in your Entry, belong to Disney and you hereby assign any rights you may have to Disney. This includes all copyright (present or future), other intellectual property rights and rights of ownership. You grant a perpetual worldwide license (including a right to sub-license) to Disney of all rights in your Entry pending completion of this assignment.
- c) You agree to do all things necessary (which may include signing documents) to transfer these rights to Disney.
- d) You consent to Disney doing or omitting to do anything that infringes your moral rights in your Entry. Moral rights are your inherent rights in your Entry as the author and/or performer in the Entry and comprise the rights:
 - i. to be attributed as the author of the Entry;
 - ii. not to have your authorship of the Entry falsely attributed; and
 - iii. of integrity of authorship and/or performance.

7. Liability and Indemnity

- a) To the fullest extent permitted by law, neither Disney or any of its affiliated companies, nor any of their respective directors, officers, agents, employees, contractors, or representatives (altogether the “Entities”) are liable, and you release each of the Entities from liability, for any loss or damage that you may suffer in connection with your participation in the Competition, including (without limitation) if:
 - i. the Competition is cancelled, modified, suspended or delayed, including under paragraph 3d); or
 - ii. Disney does not receive your Entry within the Competition Period for any reason.
- b) The *Competition and Consumer Act 2010* (Cth) as well as other laws in Australia may imply certain conditions, warranties and undertakings, and give you other legal rights. If they apply, they cannot be modified or excluded by any contract. You may consider seeking legal advice as to whether they apply to you.
- c) Nothing in these Terms and Conditions generally affects your rights under Australian consumer law (as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and equivalent State and Territory fair trading legislation) regarding consumer guarantees to the extent that such consumer guarantees cannot be excluded by law. Other than these consumer guarantees, and subject to paragraph iiib), Disney makes no warranties about any prizes offered as a part of the Competition, including warranties as to the quality, merchantability or fitness for purpose of such prizes.
- d) You agree to indemnify the Entities against all liabilities suffered or sustained by any of the Entities arising from any claim that your Entry infringes the rights (including intellectual property rights) of any third party.
- e) All entrants unconditionally and irrevocably release and discharge Facebook from any and all liability in relation to this Competition.

8. Representations and warranties

You represent and warrant that you have all of the rights necessary to effect the transfer of rights to Disney under paragraph 6.

9. Privacy

- a) Disney will collect your personal information (such as your name and biographical data) as part of the Competition and may use this information anywhere in the world for the purposes of administering the Competition, and other purposes for which we obtain your express consent. Where you have expressly consented, your personal information may be provided to Disney affiliates, including overseas affiliates for future promotional, marketing and publicity purposes without notice and without any fee being paid unless otherwise advised by you.
- b) Disney will comply with its privacy policy in the collection and use of your personal information. Disney's privacy policy is available at <http://www.disney.com.au/policy.html>.

10. Disney Intellectual Property

- a) Unless expressly stated in these Terms and Conditions, your participation in the Competition does not entitle you to use any of Disney's intellectual property rights (including any Disney trade mark or copyright) for any purpose.

- b) You may not disclose your Entry to anyone other than Disney. You may only use your Entry to participate in the Competition. You may keep any copy of your Entry for your personal records.

11. Governing law

These Terms and Conditions are governed by the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there, and waive any right to claim that those courts are an inconvenient forum.

12. Severability

Any provision (or part thereof) of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions (or parts thereof) of these Terms and Conditions nor affect the validity or enforceability of that provision (or part thereof) in any other jurisdiction.

13. Entire Agreement

These Terms and Conditions contain the entire agreement between you and Disney with respect to the Competition. They set out the only conduct that you have relied on and supersede all earlier conduct and prior agreements and understandings between you and Disney in connection with the Competition.