

URBAN LIST'S "DESTINATION BRISBANE 19" PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in "Destination Brisbane 19" promotion ("Promotion") is deemed acceptance of these Terms and Conditions.
2. The Promoter is The Urban List Pty Ltd ATF The Urban List Trust (ABN 56 349 266 482).

Eligibility

3. The Promotion is open to all Australian residents aged 18 and over.
4. Employees (and their immediate family and/or those living in the same household) of the Promoter, and its respective affiliates, subsidiaries, agencies and suppliers associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

How to Enter

5. The Promotion period commences at 10:00am AEST on Tuesday 25th June 2019 and ends at 11:59pm AEST on Sunday 14th July 2019 ("**Promotional Period**").
6. To enter, individuals must complete the following steps during the Promotional Period: Complete the quiz '*Take This Quiz To Find (And Win) Your Holiday Match*' and accompanying entry form as hosted on the Promoter's website, www.theurbanlist.com
7. Incomplete or indecipherable entries will be deemed invalid.

Determining and Notifying the Winner

8. The judging will take place at the Melbourne office of the Promoter, 66-68 Cubitt Street, Cremorne, VIC at 2:00pm AEST on Monday 15th July 2019.
9. The Promoter's panel of judges will determine the winner at random using an online random number generator to select a corresponding entrant.
10. One (1) entry will be selected for the Major Prize. The judge may select additional reserve entry, in case of an invalid entry or ineligible entrant.
11. The Promoter's decision is final and no correspondence will be entered into.

12. The winner's will be notified via e-mail, on Tuesday 16th July 2019. The winner's must acknowledge acceptance of and claim their Prize by replying to this e-mail with details requested. This must be received by the Promoter no later than 12.00pm AEST on Tuesday 23rd July 2019.
13. If for any reason a winner does not acknowledge accept of and claim their Prize by 12.00pm AEST on Tuesday 23rd July 2019. The Prize will be forfeited and another winner selected.
14. The Promoter will have no liability for a winner's failure to receive notices due to winner's spam, junk email or other security settings or for a winner's provision of incorrect or otherwise non-functioning contact information.

The Prize

15. The one (1) winner of the Prize, will receive:

- \$1,000 hotel + dining vouchers: venues determined by winner's quiz outcome
- \$700 Flight Centre voucher
- \$800 Prezzie Card

In total the Prize is valued at (voucher weighting may vary, but will total) \$2,500 AUD

Prize terms and conditions:

- All Prize redemptions are subject to availability.
- This Prize cannot be exchanged for goods or cash, nor can it be sold to any other person, and is non-transferrable. Prizes or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash.
- The winner is solely responsible for any additional travel expenses associated with the Prize experience.
- All additional meals, beverages, tips or any other extras not stated in the Prize description are the sole responsibility of the winner.
- If a Prize (or part thereof) is unavailable at the time of the selection of the Prize winner, the Promoter will supply the winner with a similar prize of equivalent value (as determined by the Promoter).

General

16. *Brisbane Marketing* will be informed of the winning entry and the winner's details.
17. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence).
18. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

19. If a winner of the Prize is under the age of 18 years, the Prize will be forfeited by that entrant, and the next best entry will be awarded.
20. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize.
21. By attending the Prize event, all winners and their guests give permission to the Promoter to document their image and use that documentation in promotional campaigns including but not limited to social media, email, editorial, advertorial, website content and additional video platforms.
22. As a condition of entering the Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
23. As a condition of accepting the Prize, each winner must sign any legal documentation in the form required by the Promoter, and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
24. Entrants agree to have their email address added to the Promoter's email list.
25. Nothing in these Terms and Conditions limits, excludes or modifies, or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
26. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use this information, and disclose this information to third parties, including but not limited to *Brisbane Marketing (ABN: 86 094 633 262)* for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access,

update or correct personal information to the Promoter. The Promoters Privacy Policy is available at <https://www.theurbanlist.com/privacy>

27. All entries become the property of the Promoter.
28. The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au/publications/synopses/ds10syn.htm.