

## CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Conditions of Entry. Entry into the WIN A TRIP FOR TWO TO ITALY promotion is deemed to be acceptance of these Conditions of Entry.
2. Entry is only open to Australian residents. Employees and immediate families of the Promoter, participating outlets, and agencies associated with this promotion are ineligible.
3. Prize
  - (a) There is 1 major prize of a "TRIP FOR TWO TO ITALY" valued at up to \$30, 000 (incl. GST) and includes:
    - 2 Return Business Class airfares with Etihad Airways from Melbourne, Brisbane or Sydney to Milan, Italy.
    - 2 nights in Milan including return airport transfers and a City Tour. Train from Milan to Venice.
    - 4 nights in Venice including return transfers, a City Tour and a Gondola Ride.
    - Train from Venice to Milan, return transfers and 2 more nights in Milan.
    - A 2 night stopover at the Sheraton Abu Dhabi in a Classic City View room for 2 nights either at the beginning or end of the trip including return airport transfers.
  - (b) There are 500 runner up prizes, winners will receive an annual subscription to Holidays for Couples Magazine valued at \$19.90 each subscription.
4. Travel must be on Etihad Airways and completed by 31 October 2010 with no further extensions. Travel is subject to availability. Travel during peak periods and embargo periods may be restricted. The land holiday voucher can only be redeemed from the Tempo Holidays retail office by calling 1300 558 987 or emailing [info@tempoholidays.com](mailto:info@tempoholidays.com), is subject to availability and is not available during major exhibitions and events.
  - a. Travel is for a period of no more than 60 days and any tickets which remain unused after the expiry date shall be deemed null and void.
  - b. The ticket is subject to availability in "X" class space being available and travel during peak periods and embargo periods may be restricted.
  - c. The following costs are to be borne by the passenger: travel costs to and from the points of departure (unless transfers included in the prize), travel insurance, excess baggage over and above the approved 30kgs, meals, all taxes, levies and surcharges, and any other travel related expenses.
  - d. No Frequent Flyer points will be accrued as part of this prize
  - e. Bookings must be made at least 30 days prior to travel.
2. The Etihad chauffeur service is not included in the prize as it is provided by a third party supplier.
3. Prize values are correct at time of printing. The sharing of prizes is not permitted and prizes are not transferable, not exchangeable, cannot be taken for cash and cannot be used in conjunction with any other offer.
4. Promotion commences in Melbourne on September 16 and continues nationally until the conclusion of the festival on October 28. Entries close October 30.

5. 16. Winners will be announced November 30, 2009 on the official Italian Film Festival website. Winners will be notified by email or phone.
6. How to Enter To enter, Eligible Entrants must:
  - (a) purchase 1 ticket to see any film at the Lavazza Italian Film Festival at any participating cinema screening the festival;
  - (b) entrants must be 18 years of age or older.
  - (c) fill in online entry form by visiting [www.italianfilmfestival.com.au](http://www.italianfilmfestival.com.au);
  - (d) fully complete the Entry Form including finishing the following in 25 words or less: "What is your favourite Italian film and why?"; and
7. Entrants should retain their Ticket for validation of their entry if required by the Promoter.
8. Entry is limited to one entry per person.
9. How winners will be determined
  - (a) This is a game of skill and chance plays no part in determining the winner. All entries received prior to 11.59PM AEDT on October 30, 2009 will be judged. All entries are deemed to be received by the Promoter at the time of receipt by the Promoter, not the time of transmission. In the case of online entries, online entries are deemed to be received by the Promoter at the time of receipt into the Promoter's database.
  - (b) As part of the online entry form those entering will be asked whether they would like to subscribe to Palace e-news. Chance of winning is in no way affected by choosing to subscribe to Palace e-news.
  - (c) A panel of judges will judge the creativeness of entries in answering the question.
  - (d) The judges will determine which entry is the most creative and entertaining and that entry will win the Major Prize.
  - (e) The judges have absolute discretion in their determinations and their decisions are final. No correspondence will be entered into.
10. Winners will be notified by email or phone by November 30, 2009.
11. The Promoter may require entrants to validate their entry in the Promotion at any time during the Promotion. The Promoter may also require entrants to show they are an Eligible Entrant. Validation may (in the Promoter's sole discretion) include the Eligible Entrant providing the Promoter with:
  - (a) proof of residency; and
  - (b) the Ticket purchased by the entrant as part of the entry requirements.
  - (c) In the event that any entrant does not claim their prize or cannot validate their winning entry within 30 days of written notice being given that the entry is a winner, the judges may:
  - (d) Reallocate the Major Prize to the next most creative and entertaining entry;
12. All claims and entries become the property of the Promoter. Each entrant agrees to do all things requested by the Promoter to ensure that the intellectual property rights in and to the entries become the property of the Promoter and to provide all consents necessary or requested by the Promoter in relation to moral rights.
13. By entering this Promotion, each entrant consents to the Promoter using the entrant's personal information to administer the Promotion and announce the winner and disclosing the entrant's personal information to organisations that assist the Promoter with administering the Promotion and announcing the winner, and to third parties as required by law (including authorities that regulate this Promotion). By entering into this Promotion, each entrant also consents to their personal information being used by the Promoter for future marketing and promotional purposes. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth). Entrants can access and correct the personal information the Promoter holds about them by contacting the Promoter on 03 9817 6421. The Promoter's full privacy policy is available on the Promoter's web site – [www.palacecinemas.com.au](http://www.palacecinemas.com.au).

14. No responsibility accepted for late, lost, stolen, damaged or misdirected mail.
15. Except for any liability which cannot be excluded by law the Promoter:
  - (a) is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in this Promotion;
  - (b) accepts no responsibility for any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Promotion, or by any technical error that may occur in the course of this Promotion; and
  - (c) accepts no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries or entrants details.
16. The Promoter and its associated companies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to consequential loss), or for personal injury suffered or sustained, as a result of entering into this Promotion, or receiving, accepting or using any prize, except for liability which cannot be excluded by law.
17. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
18. If the winner of the Major Prize is under the age of 18 years, that prize will be awarded to the winner's parent or guardian.
19. If for any reason a prize is not available, the Promoter reserves the right to substitute it for another item, in its sole discretion, of the same recommended retail value.
20. If for any reason this Promotion is not capable of running as planned the Promoter reserves the right, in its sole discretion to modify the terms of the Promotion and these Conditions of Entry, subject to the approval (if required by law) of State and Territory gaming authorities.
21. The Promoter is Palace Cinema, 233 Whitehorse Rd, Balwyn 3103. Phone 03 9817 6421. ABN 77 004 751 544