



2023 TINA – THE TINA TURNER MUSICAL SYDNEY ESCAPE COMPETITION

("Promotion")

GAME OF CHANCE TERMS AND CONDITIONS:

Information on how to enter the Promotion forms part of these terms and conditions. Entries not made in accordance with these terms and conditions will be disqualified.

This competition is not administered and/or in collaboration with Facebook/Instagram.

Section 1: Promotion

1. Entrants must visit <https://all.komo.site/> and follow the steps set out in Section 3 below to enter the Promotion.
Entrants must submit a valid entry during the Promotion Period set out below in order to receive one (1) entry into the prize draw.
Entry to the Promotion is limited to one (1) entry per entrant, over the entire Promotion Period.
2. **The Promoter** is AAPC Limited (ABN 87 009 175 820) of C/ Deloitte Tax Services Pty Ltd, Quay Quarter Tower, Level 46, 50 Bridge Street, Sydney NSW 2000
3. **Promotion Period:** The promotion will commence at 12.00pm (AEDT) **23 November 2023** and will close at 11.59pm (AEDT) on **5 December 2023**. All times recorded throughout these terms and conditions are in Australian Eastern Daylight or Standard Time, as applicable.

Section 2: Eligibility:

4. **Eligibility:** To be eligible to participate in this Promotion, the entrant must during the Promotion:
 - a) be above 18 years of age; and
 - b) be a resident of Australia, and
 - c) register for the Promotion by 11.59pm (AEDT) on 5 December 2023; and
 - d) able to accept a Prize outlined in Section 4 in its entirety if they are a Prize Winner.
5. **Non-eligibility:** Entrants are not eligible to enter the Promotion or win any Prize if they are employees or immediate family members of an employee of the Promoter (ACCOR) or its related bodies corporate, its agencies and companies associated with this Promotion or any third party associated with the Promotion (DNSW, THE TINA TURNER MUSICAL, HARBOUR TURST, SYDNEY INTERNATIONAL ART SERIES).

Entrants are not eligible to enter the Promotion or win any Prize if they are unable to accept the Prize as-is and in its entirety, including each General Prize Conditions outlined in Section 7 of these Terms & Conditions.

Section 3: Entry to the Promotion:

6. To enter the Promotion, eligible entrants must:
 - a) Entrants must visit on to; <https://all.komo.site/> To enter the Promotion, entrants are asked to:
 - b) Go to the all.komo.site (<https://all.komo.site/>); and



- c) Click on the Promotional link;
- d) Complete all of the required data (full name, postcode, email address, and mobile phone number) entry fields on the entry form; and
- e) Answer 5 questions to automatically receive one (1) entry into the prize draw.

During the Promotion Period, as part of the entry process outlined above entrants will be able to participate in the trivia game, where they will be required to answer a series of unique trivia questions ("**the Trivia Game**"). The Trivia game will open during the Promotion Period for entrants to complete their entry into the Competition.

Points in the Trivia Game will be calculated based on (A) correct answers; and (B) the speed in which the trivia questions are answered. The faster an entrant selects a correct answer, the higher the score.

Points do not determine the Prize Winner; anyone who completes the Trivia Game and otherwise complies with these Terms and Conditions will be eligible for the prize draw.

7. The entrant warrants that their entry including the response and any photos, images or videos ("**Entry Material**") is: their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.
8. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
9. By entering the Promotion, entrants consent to any use of their Entry material by the Promoter which may otherwise infringe an entrant's moral rights in the Entry Material, including (without limitation):
 - a) Exercising any of the rights in the Entry Material without identifying the entrant; and
 - b) Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).
10. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the entrant. The Promoter takes no responsibility for late, lost, illegible, corrupted or misdirected entries or for any delays or failures in any telecommunications services or equipment. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
11. If entry is permitted via website or app is free. However, any costs associated with accessing a website or app in order to make their entry, are the responsibility of the person seeking access and are dependent on the service provider used.
12. Entrants must make their website or app entries manually. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
13. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid.



14. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant to be invalid if the entrant:
 - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
 - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - d) has submitted an entry that is not in accordance with these Terms and Conditions.

15. By entering the Promotion, the Prize Winner agrees on its own behalf and on behalf of its guest benefitting from the Prize that:
 - a) if requested by the Promoter, the Prize Winner and their guest will:
 - I. provide comments about the Promotion and/or a photograph or audio-visual clip of themselves; and
 - II. participate in all promotional and publicity activity in connection with the Promotion;
 - b) the Promoter may use their name, image, location, comments, photographs, Entry Material or clips ("**Materials**") for publicity and promotional purposes in any form of media, without reference or compensation to the Prize Winner and their guest/s or any other person;
 - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
 - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others (including the and Related Parties) to do the same; and
 - e) the Prize Winner and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

16. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a Prize Winner in the Promotion, and that entrant may not be awarded a Prize.

Section 4: Prize Draw:

17. A representative of the Promoter will conduct a computerised random draw from all eligible entries at 2.00pm AEDT at MDSA, Level 16, 1 Denison Street, North Sydney NSW 2060 Australia on 7 December 2023.

18. The one (1) winner ("**Prize Winner**") will be selected at random from a computer-generated listing of entries that comply with Sections 3 & 4 of these terms and conditions over the Promotion Period. If a Prize Winner is unable to accept the Prize, the Prize can be transferred to a person 18 years or over at the absolute discretion of the Promoter.

Section 5: Prizes:

19. Each eligible entrant will go in the draw to win the following prize ("**Prize**"). The one (1) Prize Winner will win '**Win a Simply the Best Sydney Escape**' prize, consisting of:



- a) Admission for two to the "TINA – The Tina Turner Musical" including a private backstage tour on Friday 12 January 2024 (7.30pm Show) at the Theatre Royal, Sydney and two (2) TINA – The Tina Turner Musical goodie bags
- b) Two (2) Adult ArtPass tickets to the Sydney International Art Series 2023/24 on Saturday 13 January or Sunday 14 January
- c) Two (2) tickets to a guided tour of Cockatoo Island and picnic hamper on Saturday 13 January 2024
- d) Two (2) Opal cards for a round-trip ferry journey to Cockatoo Island
- e) A two-night stay at the luxurious Hotel Morris Sydney – Handwritten Collection from Friday 12 January 2024
- f) Dinner for two at Hotel Morris Sydney – Handwritten Collection (value at \$300) on Friday 12 January or Saturday 13 January 2024
- g) One (1) \$1,000 Qantas Airways flight voucher (unless Prize Winner is resident in Sydney)

Details on receiving their prize will be given at the time of the Prize Winner's acceptance.

Section 6: Prize Value:

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- There is a total of one (1) Prize to be awarded with a maximum notional value of AU\$5,000.
- The Promoter accepts no responsibility for any variation in the value of a Prize. Values are based on the recommended retail value and exchange rate at the time of publication.

Section 7: General Prize Conditions:

21. Each Prize is subject to the following conditions:

- a) Tickets cannot be sold under any circumstances, nor are exchangeable, transferrable or refundable. The Prize cannot be gifted to another person
- b) Taxes: If a Prize or receipt incurs a tax liability, the Prize Winner is liable for payment of such tax;
- c) Prize validity: Elements of the Prize linked to a scheduled event is valid only on the date of the scheduled event.
- d) If any of the Prize events are cancelled for reasons outside of the Promoter's control or for reasons related to health and safety, there will be no rescheduling of the event and tickets will become void and will not be exchanged for any other Prize.
- e) All components of the Prize must be taken together. Meals, travel, transfer costs, tips, room service, minibar, telephone charges and any other personal expenses, (other than those specified in section 5), is the responsibility of the Prize Winner and their guest. If for any reason, the Prize Winner, or the nominated person to whom this Prize is transferred to is



unable to accept their Prize as stated, and within the dates indicated, the Prize Winner will forfeit the Prize and no compensation will be given in lieu;

- f) There can be no changes to accommodation bookings once the reservation is confirmed.
- g) **Accommodation:** The Prize Winner may be required to provide a credit card in order to check-in at the hotel for a security deposit, and to cover any incidental charges.
- h) **Accommodation** for the Prize Winner and guest are not upgradeable. The Promoter is not responsible for additional accommodation costs including hotel damages caused by the Prize Winner or their guest, room service and incidentals.
- i) **Accommodation** is subject to availability at the time of booking and are non-transferable and cannot be exchanged for other destinations. Any alterations to confirmed accommodation details will be at the expense of the Prize Winner.
- j) **Sydney International Art Series** tickets are not transferrable and must be taken as part of the prize winner weekend; are valid for travel on the allocated weekend. Tickets are subject to [Art Gallery of NSW ticketing terms and conditions](#).
- k) **Cockatoo Island Tour with Picnic Hamper:** Winner must contact the Harbour Trust at least 2 weeks prior to travel date to redeem prize. Transport to and from Cockatoo Island is not included in this prize and will be at the winner's expense. Prize will only be offered on the weekend, based on guided tour and event programming schedule. Prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prize is not exchangeable or redeemable for cash or other goods or services, and is not transferrable. It is a condition of accepting a prize that the winner accept the conditions of use of that prize. If the prize (or part of the prize) is unavailable, the Harbour Trust in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
- h) **TINA – The Tina Turner Musical:** The Prize Winner will receive 2 tickets to TINA - The Tina Turner Musical, including a private backstage tour and gift bag with signed program. Tickets are valid for Friday night performance on 12 January 2024 (7.30pm Show) at the Theatre Royal, Sydney.
- l) **Qantas Airways Flight Voucher:** Terms and Conditions apply. See [Flight and gift voucher conditions | Qantas AU](#) for full Terms and Conditions.

The flights voucher is not valid if the Prize Winner is from Sydney. Flight voucher will only be awarded if the Prize Winner resides outside of Sydney. If the Prize Winner resides in Sydney, they will forfeit the flight voucher components of the Prize.

- m) Unless specified, transport is not included, and if transfers are required are at the Prize Winner's cost
- n) Any travel or entry documentation such as passports, entry visas & any insurances, will be the responsibility of the Prize Winner and their guest. It is the Prize Winner's responsibility to check with government travel advisory and immigration authorities regarding travel requirements and eligibility. Any fines, penalties, payments and expenditure incurred as a result of not meeting such requirements are the sole responsibility of the Prize Winner and their guest;



- o) The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of any element of the Prize. Any costs, without limitation, incurred, will be the sole responsibility of the Prize Winner;
 - p) In the event of war, terrorism, state of emergency, disaster, public health event, pandemic or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative element of the Prize at an alternative destination or location to the same value as the original Prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion. The Promoter and any associated companies involved in the Promotion, make no representation as to the safety, conditions or other issues that may exist/apply, regarding the Prize. It is the sole responsibility of the Prize Winner and their guest, to make all reasonable enquiries with all relevant government travel advisory bodies for information regarding the safety and any other situation at a Prize destination or location.
 - q) If a Prize, or any portion of the Prize, is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to state regulation and subsequent approval.
 - r) All Prize Winners take part in the Prize at their own risk and to the fullest extent allowed by law; the Promoter accepts no liability with regard to such Prizes whatsoever. The Promoter will have no liability in relation to the conduct of the Prize Winner or their guest, nor in connection with any circumstances outside its control with respect to the Prize once delivered to the Prize Winner.
 - s) Each element of the Prize will be provided subject to the terms and conditions of the provider. To the extent permitted by law, neither the Promoter nor its agents will have any liability in relation thereto, and any dispute arising from accepting the Prize must be taken up with the provider.
 - t) By accepting a Prize, each Prize Winner and his/her guest agree to adhere to all the venue regulations that apply to an element of the Prize. Venue regulations can be requested at the time of Prize notification.
 - u) Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
22. For the Prizes that include attendance to an event, the following terms will apply:
- a) Attendance must be taken to coincide with that event. Prizes are only valid on the dates advised by the Promoter and can only be redeemed in accordance with the Prize supplier's terms and conditions.
 - b) I.D to enter the venue may be required. The venue may reserve the right to refuse any person entry into the venue, including, but not limited to, those who appear drunk or intoxicated.
 - c) Dress standards may apply (at the discretion of the venue).
 - d) The Promoter will not be liable and takes no responsibility for any refusal of entry by the venue of any person for any reason.



- e) Responsible services of alcohol laws may be strictly enforced by the venue.
- v) If any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant Prize Winner (and their guests, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize.

Section 8: Prize Winner

- 23. **Contact:** The Promoter will contact the Prize Winner in writing within two (2) business days of the prize draw to confirm their eligibility under these terms and conditions and to confirm whether the Prize Winner wishes to claim their Prize. The Prize Winner will be announced at <https://all.komo.site/> from 12 December 2023 for a minimum of 28 days.
- 24. **Claim of Prize:** If a Prize Winner wishes to claim their Prize, the Prize Winner must confirm this fact and their eligibility to win under these terms and conditions by 5:00pm on 14 December 2023 of being contacted. If a Prize Winner fails to do so by the deadline, the Prize Winner will be deemed to have forfeited their Prize.
- 25. **Redraws:** Subject to applicable law, in the event that a Prize remains unclaimed, the Promoter will conduct further draw/s, following the same procedure and format as set out under the Section 4 above. The redraw, if any, will take place at the same time and location as the original draw on 8 January 2024 at MDSA, Level 16, 1 Denison Street, North Sydney NSW 2060.
- 26. **Redraw Winner:** The Prize Winner/s from the redraw will be notified in writing within two business days of the redraw. The Prize Winner from the redraw, if any, will be announced at <https://all.komo.site/> from 10 January 2024 for a minimum of 28 days. In the event that the prize winner/s is not eligible, the Promoter will conduct further redraws until the Prize/s is awarded (subject to any further regulatory directions).
- 27. **Winner Publicity:** In accepting a Prize, the Prize Winner agrees to participate in any publicity arrangements made by or on the behalf of the Promoter. The Prize Winner further acknowledges that the Promoter reserves the right to publicise their name, address and photographs without any payment being made to them in respect of this Promotion. Prize Winner agrees to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Prize Winner grants the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use. The Prize Winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation. It is a condition of accepting a Prize that the Prize Winner and their tguest must comply with all the conditions of use of the Prize and the Promoter's requirements.

Section 9: General Conditions:

- 28. **Lost, Delayed Communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
- 29. **Release:** To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Prize Winner, releases the Promoter and its affiliates (including partners providing the prizes in this Promotion) from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in



connection with the Prizes or their participation in the Promotion. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential and economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any Prizes, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to entrants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

30. **Force Majeure:** Subject to State legislation the Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, public health event, pandemic and other acts, which are not reasonably within the control of the Promoter.
31. **Disputes:** In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
32. **Privacy Notice:** During the course of the Promotion, the Promoter may collect personal information in relation to entrants. This may include, but is not limited to, the names, email addresses, telephone numbers and Credit card details of the entrants, provided by the entrant on the online enquiry form, registration form or when paying for services provided by the participating Hotel. The entrant's personal information is collected so the Promoter is able to conduct the Prize Draw and to contact and award the Prizes to the Prize Winner, to publish the results of the Promotion and to publicise the Promotion.
33. **Consent to use of Personal Information for Marketing Purposes:** Furthermore, by entering this Promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of the information collected pursuant to Clause 32 by the Promoter, which trades as Accor, Accor Middle East, Africa and Asia Pacific and the Accor Group. For details about who we are, how we may use your information and what your rights are under the new privacy laws, please see our Privacy Policy, which is available from the Promoter online at <https://all.accor.com/security-certificate/index.en.shtml>. Uses may include future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant, or distribution of marketing materials for goods or services in the tourism, hospitality and services industries from the Accor Group or from companies in the tourism and hospitality industry in which the Promoter holds shares.
34. Authorised under ACT Permit No. TP23/02386