

PERTH FESTIVAL

AN EVENING WITH IAIN GRANDAGE | TERMS AND CONDITIONS

This document sets out the terms and conditions of participation in "An Evening with Iain Grandage" launch competition (the "Competition").

The promoter of this Competition is Perth Festival (ABN 85 631 934 677), 3 Crawley Avenue, Crawley Perth, Australia.

1. Perth Festival is responsible for all other aspects of organising, managing and staging "An Evening with Iain" experience, including without limitation managing all health and safety issues and obtaining relevant insurance. The Special Conditions annexed to these Terms and Conditions are additional terms between Perth Festival and any potential prize winner.
2. By entering the competition, you agree to be bound by these Terms and Conditions and the annexed Special Conditions between you and Perth Festival. Any instructions relating to the Competition on the Perth Festival website perthfestival.com.au form part of these Terms and Conditions.
3. Perth Festival may in their discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.

ELIGIBILITY

4. Entry to the Competition is open to anyone who is a Friend of the Festival for the 2021 season at the time of entering the competition and lives within a 20km radius of Perth CBD.
5. Entrants must be over 18 years of age.
6. An entrant must be an individual and not a company or organization. Employees of the Perth Festival and any person associated with the Competition, or with the provision of the prizes, are not eligible to enter.
7. Entrants must be a Friend of the Festival for the 2021 season, fill in the form on the Perth Festival website, describe their favourite Festival memory in 25 words or less and provide a photo of where they would like to host Iain. . Entry into the Competition is free.
8. Entrants must agree to being filmed and photographed. Footage and images taken during the evening will be used for ongoing promotional purposes and by entering the competition, entrants agree to this.

COMPETITION PERIOD

9. The Competition opens at 9am AEST on Thursday 14 October 2020 and closes at 5pm AEST on Monday 26 October ("Competition Period").
10. Any entry received after the expiry of the Competition Period will be deemed invalid. No responsibility is accepted for late, lost, delayed or misdirected entries.

HOW TO ENTER

PERTH FESTIVAL

11. To enter the Competition, you must:
 - a. Be a Friend of the Festival for the 2021 season at the time of entry. Friends memberships can be purchased via the Perth Festival website and must be done prior to entry. AND;
 - b. describe your favourite Festival memory in 25 words or less and share a photo of your favourite place to entertain in your home (together your "Entry") AND;
 - c. submit your Entry accompanied by your name, address, email address and telephone number via the entry form available at perthfestival.com.au/evening-with-iain-competition
12. Preference will be given to Entries in which the nominated 'home' accommodates up to eleven (11) people and is wheelchair accessible. Perth Festival makes every effort to ensure that events are accessible for people who use wheelchairs or who have restricted mobility.
13. If your nominated 'home' is on private property you must either be the property owner or have written permission from the property owner to enter this Competition and hold "An Evening with Iain" at the property.
14. You may only enter the competition once. You must submit a properly completed entry to enter the Competition.

YOUR ENTRY

15. All Entries become the property of Perth Festival and will not be returned to entrants.
16. To be eligible for a prize your Entry must only include material created by you or material which you have permission to use, including (where applicable) any words, art, music, photographs, sound recordings or footage which may be included in your Entry.
17. By submitting your Entry to this competition, you grant Perth Festival and their licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in your Entry and any other material provided by you to Perth Festival in relation to this Competition, including without limitation, the right to communicate your Entry and such other material in whole or in part to the public on any media platform.
18. You agree that your Entry may be edited or adapted at any time by Perth Festival for legal, editorial or operational reasons and may be used for future marketing purposes.

PRIZES

19. The two (2) entrants who's Entries (any additional material submitted to Perth Festival online application) are judged by Perth Festival's panel of judges to be the best, most original and creative will win the prize ("Major Prize"). Chance plays no part in determining the prize winners.

PERTH FESTIVAL

20. Each Major Prize winner will receive an 'An Evening with Iain' experience at their home with up to six (6) friends in their nominated 'home' as part of the Perth Festival 2021 Program Launch on one of the following dates; Tuesday 10 and Wednesday 11 November; The two (2) prize winners will be allowed to invite up to six (6) guests to attend their 'An Evening with Iggy' experience.
21. Each Major Prize Winner agrees on behalf of their guests that they will not share any parts of the program until Wednesday 18 November via any public channels including via the media or social media.
22. No component of the Major Prize can be transferred or redeemed for cash or any other benefit.
23. In the event that any of the Major Prizes become unavailable, Perth Festival reserve the right to provide a similar prize to the same or greater value as the original Major Prize, subject to any applicable laws or written directions made under applicable legislation.
24. Perth Festival shall not be responsible for any additional costs associated with use of the Major Prize. The prize winner must be available to redeem the prize on the dates stipulated by Perth Festival. If any Major Prize winner is not able to redeem the prize on that date, Perth Festival may determine another Major Prize Winner in their discretion.

WINNER NOTIFICATION

25. Decisions of Perth Festival are final and will be binding on each person who enters the Competition and no correspondence will be entered into. The winner will be notified by phone or email within five business days of the winner selection. The prize must be claimed by the winner within 3 days of notification of winning.
26. Winners will be required to claim their prize by confirming a date to host Iain verbally and via email to Perth Festival within 3 days of notification. Perth Festival reserves the right to withdraw the Prize if the date is not confirmed, and to determine another Major Prize Winner at their discretion. Details of when and how the 'An Evening with Iain' experience will be staged will be provided by Perth Festival at the time it notifies the winner.

GENERAL

27. You warrant that:
 - a. all details provided with your entry are true and accurate;
 - b. you have all necessary rights and licences to grant the rights set out in these Terms and Conditions;
 - c. you are the copyright owner or authorised licensor of all copyright works and subject matter comprising your Entry;
 - d. the exercise of the rights granted to Perth Festival in these Terms and Conditions will not infringe the rights of any third parties;

PERTH FESTIVAL

e. if your nominated 'home' is on private property that you are either the property owner or you have permission from the property owner to enter this Competition and host an 'An Evening with Iain' at the property, and you will indemnify Perth Festival against any loss or damage resulting from any breach of these warranties.

28. You acknowledge that Perth Festival are under no obligation to exercise any of the rights granted to it by these Terms and Conditions, and any communication of your Entry to the public by Perth Festival is at the complete discretion of Perth Festival.
29. You agree that Perth Festival may use your entry and any personal details provided to Perth Festival for the purpose of conducting the Competition. Perth Festival may disclose your personal information to their contractors, agents, any co-promoter and to State and Territory gaming departments, to assist in conducting this Competition. Prize winner's names may be published as set out in these Terms and Conditions. The Promoter will also use your entry, personal information and video captures of the experience for any promotional, marketing and publicity purposes of Perth Festival in any media without notice and without any fee being paid to you, subject to the Perth Festival Privacy Policy available at www.perthfestival.com.au/privacy-policy/
30. If there is any event that prevents or hinders Perth Festival 'conduct of the Competition or the Promoter's ability to deliver the prize/s to the prize winner/s of the Competition, Perth Festival may, in their discretion, cancel the Competition and recommence it at another time under the same conditions or select another winner.
31. Perth Festival are not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. The Promoter assumes 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.
32. To the full extent permitted by the law, Perth Festival will not be liable for any death, injury, damages, expenses, or loss whatsoever (whether direct or inconsequential) to persons or property as a result of any person entering into the Competition or accepting or using any prize, including without limitation non-receipt of any prize or damage to any prize in transit and the prize winner's failure to comply with the terms and conditions (if any) specified by any third party.

ANNEXURE - SPECIAL CONDITIONS BETWEEN PERTH FESTIVAL AND PRIZE WINNERS

In addition to the Terms and Conditions above, by entering this Competition you agree and acknowledge that if you are a Prize winner:

1. Participation is entirely at your own risk and you are fully responsible for your acts and omissions in respect of the Prize;
2. Your property may be altered for stage purposes or the subject of general wear and tear as a result of "An Evening with Iain" being held at your property;

PERTH FESTIVAL

3. You are responsible for; a) ensuring your home is accessible and available to our Perth Festival film crew and guests 2 hours before the experience start time and for at least 30 minutes after finish time; b) ensuring that the access areas are free from any obstacles or hazards including but not limited to household or gardening implements that may impede access or safe usage of the entertainment and access areas; c. ensuring that your home is not accessible to members of the public (other than those invited to an 'An Evening with Iain') and that your valuables are secured;
4. you shall indemnify and keep indemnified Perth Festival, for any expense or damage to property caused through the performance of this Agreement;
5. The safety of our audiences and staff is our number one priority. With this in mind, we want to ensure that all connected activities are COVID-safe. In the event that you are a winner please host this event only if you and your guests are feeling well. If you or any of your guests are feeling unwell, please contact Perth Festival at least 24 hours in advance of your planned hosting evening. Participants will need to comply with Perth Festival issued COVID safety protocols for these events as instructed by Perth Festival.
6. Perth Festival is responsible for:
 - a. managing all aspects of the 'An Evening with Iain' including staff for set-up, traffic management, production and staging equipment if required;
 - b. effecting and maintaining Public Liability Insurance of AUD \$20 million;
 - c. Management of entries through the Perth Festival website for the competition; and
 - d. Ensuring the orderly and timely departure of guests.