

# GOLDEN CIRCLE – “Get Out Glamp Out” 2019 Promotion

## Terms and Conditions

SCHEDULE	
GENERAL	
<b>Promotion</b>	Golden Circle – “Get Out Glamp Out” 2019 Promotion
<b>Promoter</b>	Golden Circle Limited ABN: 85 054 355 618 2 Southbank Boulevard, Southbank VIC 3006, Australia
<b>Permits</b>	Authorised under:  NSW Permit No. LTPS/18/29352 SA Permit No. T18/1934 ACT Permit No. TP
<b>Who can enter?</b>	You can only enter this promotion if you are: <ul style="list-style-type: none"> <li>a) an Australian resident; and</li> <li>b) aged 18 years or older</li> </ul> Employees, officers and contractors of the Promoter (including its related bodies corporate and agents) are ineligible to enter.
WHEN AND WHERE WILL THE PROMOTION RUN?	
<b>Promotion Period</b>	The promotion starts at 12:01AM AEDT on 07/01/2019 and ends at 11:59PM AEDT on 24/02/2019. No entries will be accepted outside of this period.
<b>Where will the Promotion Run?</b>	This promotion will run in participating Woolworths, Coles and Independent stores in Australia which stock and sell the participating products and display the promotional point of sale materials in store ( <b>Participating Stores</b> ).
<b>What are the Participating Products?</b>	Any Golden Circle branded products available in the Participating Stores. Participating Products sold in multi-pack format will be regarded as a single (1) Participating Product.
ENTRY DETAILS	
<b>How to Enter</b>	To enter this promotion, you must, during the Promotion Period: <ul style="list-style-type: none"> <li>(a) buy two (2) Participating Products in one transaction from a Participating Store (<b>Qualifying Purchase</b>);</li> <li>(b) go to <a href="http://www.getoutglampout.com.au">www.getoutglampout.com.au</a> (<b>Website</b>) and fully complete the online entry form by providing all details as requested by the Promoter, including their name, address (cannot be a PO Box), mobile number and email;</li> <li>(c) upload a legible photo or copy of the Proof of Purchase (as defined below) from your Qualifying Purchase; and</li> <li>(d) click on “submit” to finalise your entry.</li> </ul> Time of entry is deemed to be the time of receipt into the Promoter’s database and not the time of transmission by the entrant.  A Qualifying Purchase must have been made prior to the entry into the competition. Any Proof of Purchase which shows a date and/or time after an entry online has been made will be deemed invalid.

<b>Proof of Purchase Requirements</b>	<p>You must retain the Proof of Purchase for <u>each</u> entry submitted during the Promotion Period. The Promoter will only accept the following as proof of purchase:</p> <ul style="list-style-type: none"> <li>(a) the original itemised receipt for each Qualifying Purchase made via a Participating Store; or</li> <li>(b) the transaction confirmation receipt which displays the delivery order number for each Qualifying Purchase made via Woolworths Online and Coles Online</li> </ul> <p><b>(Proof of Purchase).</b></p>
<b>What are the Entry Limits?</b>	<p>You may enter a maximum of one (1) time per day (between 12:01am AEDT and 11:59PM AEDT daily) during the Promotion Period, provided that:</p> <ul style="list-style-type: none"> <li>a) each entry is based on a separate Qualifying Purchase;</li> <li>b) each Qualifying Purchase has been made in a separate transaction and you have Proof of Purchase for each Qualifying Purchase; and</li> <li>c) each entry is submitted separately in accordance with these Terms and Conditions.</li> </ul> <p><b><u>Each Proof of Purchase is only valid for one (1) entry into this promotion, regardless of the number of Participating Products purchased in the transaction.</u></b></p>
<b>WINNER DETERMINATION DETAILS</b>	
<b>Winner Determination Details</b>	<p>Method: weekly random electronic selection (prize draw). The draw and announcement of the winners will be conducted in the presence of an independent scrutineer.</p> <p>Time: Weekly on Tuesdays at 10:00 AM AEDT on the following dates:</p> <ul style="list-style-type: none"> <li>- 15/01/2019</li> <li>- 22/01/2019</li> <li>- 29/01/2019</li> <li>- 05/02/2019</li> <li>- 12/02/2019</li> <li>- 19/02/2019</li> <li>- 26/02/2019</li> </ul> <p>Location: 6/43 Herbert Street, Artarmon, NSW, 2064</p> <p>Winner/s: Each week, the first (1) complete, eligible entry randomly drawn will win a Major Prize. The next 100 complete, eligible entries randomly drawn will each win a Minor Prize.</p> <p><b><u>Each week, entries will be discarded after each promotional draw, and reset for the following week. Each week is treated as though it were a new promotional period.</u></b></p>
<b>PRIZE DETAILS</b>	
<b>Prize Details</b>	<p>There are 7 Major Prizes and 700 Minor Prizes to be won (collectively, the <b>Prizes</b>), as summarized below:</p> <ul style="list-style-type: none"> <li>• 7 x Holidays to The Kimberley (1 per week), as further described in the Major Prize Details (<b>Major Prizes</b>); and</li> <li>• 700 x AUD\$100 Big4 Holiday Vouchers (100 per week), as further described in the Minor Prize Details (<b>Minor Prizes</b>).</li> </ul>
<b>Total Prize Pool</b>	The total overall prize pool is valued at up to \$175,000.00 (including GST).

<p><b>Major Prize Details</b></p>	<p>The Major Prize winners will each receive a trip to El Questro, The Kimberley, Australia for themselves and three (3) companions. Each travelling companion must be at least 5 years of age.</p> <p>The Major Prize comprises:</p> <ul style="list-style-type: none"> <li>• Return economy airfares (including airfare taxes) for 4 people, departing the nearest domestic airport to the winner’s place of residence which services flights to Kununurra in Western Australia, Australia (valued at up to \$5,000 including GST, depending on the winner’s place of residence);</li> <li>• Return transfers between Kununurra airport and the hotel (valued at up to \$500 including GST);</li> <li>• 4 nights’ accommodation (standard room, quad share) at El Questro Emma Gorge including all meals (valued at up to \$5,000 including GST); and</li> <li>• An array of activities at El Questro, including Guided Gorge Walks, Boat Trips, Helicopter Tour of Miri Miri Falls, Chamberlain Gorge Cruise and other activities as chosen from a list of options (valued at up to \$4,500 including GST).</li> </ul> <p>Travel must be completed between 01/04/2019 – 31/03/2020. Where travel is not completed within this period, or where no booking is made by the time stipulated in the Prize Claim Details, the winner will forfeit the Major Prize and no compensation or alternative prize will be given.</p> <p>All travel bookings must be made by 26/05/2019.</p> <p>The Major Prizes are each valued at up to AU\$15,000 (including GST) depending on the winner’s place of residence. Winners of a Major Prize shall receive only the items outlined above (regardless of actual value), and shall not be entitled to receive the difference between AU\$15,000 and the actual cost of the Major Prize or any other payment.</p> <p>See Additional Information - Major Prize for important details regarding the Major Prize.</p>
<p><b>Additional Information - Major Prize</b></p>	<p><b>Travel:</b> All travel is subject to availability at all times and may be dependent on the availability of select seat classes (in the case of flights) or specific room categories (in the case of accommodation partners). Blackout periods may apply and will be notified to the winner at the time of booking. The winner and their travel companions must travel together. The winner and their travel companions must depart from and return to the same departure point. The period of travel cannot be extended. No frequent flyer points can be accrued in connection with the Major Prize.</p> <p><b>Booking deadline:</b> All bookings must be made a minimum of 45 days prior to the departure date. All bookings must be made via, and travel documentation supplied to, the Promoter’s nominated booking agent. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by the Promoter’s nominated travel agent (which will be provided to the winner at the time of awarding the prize) and airline carriers in accordance with normal travel practices.</p> <p><b>Travel documents:</b> The winner and their travel companions must have valid travel insurance for the duration of their travel, at their own cost.</p> <p><b>Ancillary costs:</b> All other costs associated with taking the Prize (including meals, beverages, laundry services, spending money, transport to and from departure point, insurance, travel insurance, visas, in-room charges, and all other ancillary costs not expressly included in the Major Prize Details, as well as</p>

	the costs of obtaining any of these) are the responsibility of the winner and their travel companions.
<b>Minor Prize Details</b>	<p>There are 700 Minor Prizes to be won. Each Minor Prize is a AU\$100 voucher issued by BIG4 Holiday Parks of Australia Pty Ltd.</p> <p>Vouchers will be mailed to winners directly by Big4 Holiday Parks at the end of the promotional period.</p> <p>Vouchers are valid until the expiry date specified on the card or by the provider and are subject to any terms and conditions imposed by the provider.</p> <p>The total Minor Prize pool is \$70,000 (including GST).</p>
<b>NOTIFICATION &amp; PUBLICATION</b>	
<b>Notification of Winners</b>	All winners will be notified in writing by email within 2 days of the Prize Draw.
<b>Publication Details</b>	Winners' names and state/territory of residence will be published on the Website 26/02/2019 for a period of at least 2 months.
<b>VERIFICATION &amp; DELIVERY</b>	
<b>Verification Requirements</b>	<p>Entrants and winners may be required to:</p> <ol style="list-style-type: none"> <li>a) provide proof of identity, proof of age and proof of residency to verify their entry (<b>Proof of Identity</b>). Identification considered suitable for verification is at the Promoter's discretion; and</li> <li>b) send their Proof of Purchase (for <u>all</u> entries submitted during the Promotion Period) to the Promoter,</li> </ol> <p>to verify that the relevant prize should be awarded.</p> <p>If, in the opinion of the Promoter, Proof of Purchase has been shared between any entrants, those entrants' entries may be deemed invalid and they will lose any right to a prize.</p> <p>Entering under a false name/s may invalidate all entries. Multiple entries under different names and/or different emails from the same residential addresses or by the same person may also invalidate all entries at the Promoter's discretion, unless Proof of Identity and original Proof of Purchase (for all entries submitted during the Promotion Period) are produced on request to the Promoter's satisfaction.</p> <p>If an entrant/winner fails to provide Proof of Identity and/or Proof of Purchase by the time and date stipulated by the Promoter, their entry/prize claim may be deemed invalid at the Promoter's discretion.</p> <p>The Promoter's decisions are final, and no correspondence will be entered.</p>
<b>Prize Delivery</b>	<p>Once a winner of a Minor Prize is deemed by the Promoter to have complied with these Terms and Conditions, Big4 Holiday Parks will deliver the Minor Prize to the address provided by the winner in their entry within 28 days of the conclusion of the promotional period . Major Prizes may be booked within the timeframe stipulated in the Major Prize Details.</p> <p>The Promoter takes no responsibility for an incorrect address being provided when entering the promotion or during the notification and verification process, and (once dispatched) the Promoter is not liable for any prize that has been lost, stolen, damaged or tampered with in any way.</p>
<b>PRIZE CLAIM DETAILS</b>	
<b>Prize Claim Details</b>	All prizes must be accepted and claimed by 26/05/2019 5:00pm AEDT.
<b>UNCLAIMED PRIZE DETAILS</b>	
<b>Unclaimed Prize Details</b>	In the event of any unclaimed prize/s, or where the Promoter is unable to contact a winner for any reason, the Promoter reserves the right in its sole discretion to

	<p>either cancel any unclaimed prizes or offer the unclaimed prize to another entrant in a randomised draw and on the same terms and conditions as the original winner was selected.</p> <p>The randomised draw will be completed on the 27/05/2019 at 10:00am on 6/43 Herbert Street, Artarmon, NSW, 2064.</p> <p>Any winner/s of unclaimed prize/s will be notified via email on 27/05/2019. And published on the website by 27/05/2019.</p> <p>Winners of any unclaimed prize/s will be required to confirm their address and Proof of Purchase by 10/06/2019 5:00pm AEDT.</p> <p>In the event that the Promoter is unable to contact a winner, the Promoter reserves the right in its sole discretion to cancel the unclaimed prize or repeat the above process until a winner has been selected and confirmed.</p>
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## Terms and Conditions

1. These Terms and Conditions must be read together with the Schedule for this promotion. The Schedule prevails to the extent of any inconsistency with these Terms and Conditions.
2. By participating in this promotion, you accept these Terms and Conditions.

### Eligibility

3. You can only enter this promotion if you meet the eligibility requirements set out in the Schedule.
4. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter, of the Participating Stores or of the agencies or organisations associated with this promotion are ineligible to enter. "Immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manger, employee, officer or contractor.
5. By entering this promotion, if requested you agree to declare to the Promoter all past, current or potential conflicts of interest (if any) or any serious social misconduct or behavior that in a normal person's opinion may compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.

### Entry

6. The promotion will be conducted during the Promotion Period.
7. All entries must be received by the Promoter during the Promotion Period. Entries are deemed to have been received at the time of receipt into the Promoter's database and not at the time of transmission by the entrant.
8. You can only submit your entry in accordance with the "How to Enter" section of the Schedule. The Promoter will not accept entries in any other form. Once submitted, you cannot change, alter or delete your entry.
9. Automated entries and computer-generated entries will not be accepted. Entrants who enter using multiple phone numbers, email addresses or aliases will be disqualified.
10. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms and Conditions as determined by the Promoter in its sole discretion or any other instructions or guidelines notified by the Promoter during the entry process for the promotion.
11. You are responsible for all costs associated with entering this promotion, including but not limited to Internet and SMS costs.
12. If this promotion involves mail entry, you must send each entry in a separate envelope to the address stated in the Schedule.
13. If the promotion involves SMS entry, the maximum cost of each SMS is 55 cents (inc GST), whether sent during or outside the Promotion Period. You can only enter this promotion if you have a mobile phone that is connected to a service provider that permits text messaging to the promotional SMS number. If unsure, you should check with your service provider before entering this promotion. SMS entries must be submitted from your own mobile phone.

## Entry Content

14. You are required to take full responsibility for the content of your entry and for ensuring that your entry complies with these Terms and Conditions and any other instructions provided by the Promoter. For the purposes of these Terms and Conditions, "entry content" includes any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Promotion.
15. Your entry must be your own original work. The Promoter reserves the right to verify, or to require you to verify, that your entry is your own original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
16. Your entry must not:
  - a. include any content which may diminish the good name and reputation of the Promoter or its products and brands;
  - b. feature any image or voice of any other person without that person's express consent. You confirm that if such content is included in your entry, you have obtained the express consent of the relevant person/s;
  - c. include any content that is in violation of any law or regulation;
  - d. be fraudulent, deceptive or misleading in any way;
  - e. include any content that infringes the rights of any person;
  - f. be obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing);
  - g. include any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless you are entitled to use such content. If you have any doubts about whether to include any content (for example, recorded music) you must not include it. By including such content in your entry, you warrant to the Promoter that you have the permission of the relevant copyright owner to so and that this permission allows the Promoter to use the entry to publicise the promotion and for any other purpose as set out in these Terms and Conditions; and
  - h. feature any third-party products, third party trade marks, names, logos or branding.
17. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entry at any time.
18. By entering this promotion, you agree to assign all rights (including, without limitation, copyright and other intellectual property rights) in your entry to the Promoter and you consent to the Promoter (or the agencies/companies associated with the Promoter) using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), in marketing, advertising and promotional materials, on the Promoter's websites and social media platforms or in any other manner as determined by the Promoter, without payment to you (of royalties, compensation or otherwise) on a perpetual, world-wide and irrevocable basis. To the extent that any rights in the entry content are incapable of assignment by you, you agree to grant the Promoter a non-exclusive, royalty-free licence for the Promoter to use and sub-licence the use of any copyright and other intellectual property rights in and to the entry and any related content. You warrant that entry content is lawful and not misleading and that the Promoter's use of such

content will not infringe the rights of any third parties. You agree that the Promoter has no obligation to credit you as the author of any content submitted and that the Promoter may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as the author of the content.

### **Determining and notifying winners**

19. Winners will be determined, notified and published as set out in the Schedule.
20. The Promoter and the companies and agencies associated with this promotion may also publish the name and state/territory of residence for winners on their websites, social media platforms and in trade publications. By entering this promotion, each entrant consents to this.

### **Prizes**

21. The prize(s) are as specified in the Schedule. The prize(s) are subject to any additional terms and conditions as specified in the Schedule.
22. Prizes will be delivered to the address provided by the winner at the time of entry or completing the verification process (whichever is later).
23. Once dispatched and awarded to a winner, the Promoter is not liable for any prize that has been lost, stolen, damaged, defaced or tampered with in any way.
24. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
25. If a prize is or includes gift cards/vouchers, the gift cards/vouchers are subject to any terms and conditions imposed by the gift card/voucher provider, including period of validity and treatment of unused balances.
26. If a prize includes travel, the prize must be booked and completed as specified by the Promoter or by the supplier of the prize and travel may be restricted during major event/peak/public holiday or other exclusion periods as specified by the Promoter or prize supplier. If the prize is event based, any travel provided as part of the prize must be taken on the dates specified by the Promoter as set out in the Schedule to coincide with the event. The prize is subject to booking and availability and is subject to any terms and conditions imposed by the relevant prize providers. All costs associated with a travel prize which are not expressly stated in the Schedule as being included, including spending money, passport and visa costs, transfer costs, meals, taxes, insurance (including excesses), luggage costs and all other ancillary costs, are the responsibility of the winner and any travelling companion(s) as incurred. The winner and any travelling companion(s) must depart and return at the same time using the same air carrier. The winner and any travelling companion(s) are responsible for ensuring they have all necessary travel insurance and documents to travel to the relevant location(s) (including passports and visas, if required). Any alterations or extensions to confirmed prize details must be approved in advance by the Promoter (at its sole discretion) and will be at the expense of the winner and any travelling companion(s) as incurred. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.



27. If the one of the people taking or participating in a prize is under 18 years of age, a parent or legal guardian of the winner must be present for the duration of the prize, as one of the participants. The Promoter reserves the right to appoint a chaperone to accompany the participants taking the prize. The participants agree to the chaperone being present with them for the duration of the prize and agree to comply with any reasonable directions or guidelines notified to them by the Promoter or their chaperone.

### **Claiming prizes**

28. Prizes must be claimed in accordance with the Prize Claim Details section of the Schedule.
29. If a prize is not accepted or claimed in accordance with the Prize Claim Details, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to distribute the relevant unclaimed prize in accordance with the details specified in the Schedule, subject to any directions given by any relevant regulatory authority. Winners of unclaimed prizes will be notified and published in accordance with the details set out in the Schedule.

### **General**

30. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
31. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, prohibit further participation by an entrant or winner in this promotion, or invalidate a provisional winner if the entrant/winner:
- a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
  - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion (including where entrants share their Proof of Purchase to enter the Promotion or where entrants use multiple names, addresses or aliases to register multiple entries);
  - c. submits an entry which in the Promoter's opinion is not in accordance with these Terms and Conditions;
  - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person;
  - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading or deceptive;
  - f. or engages in conduct which may, in the opinion of the Promoter, compromise the integrity or diminish the good name and reputation of the Promoter or its products and brands, is contrary to law or otherwise inappropriate.
32. Entrants and winners must comply with the details set out in the Verification Requirements section of the Schedule as part of the entry verification or prize claim process. Failure to comply with the Verification Requirements to the Promoter's satisfaction will result in your entry and/or prize claim being declared

invalid (and, at the Promoter's discretion, in all of your entries/prize claims being declared invalid).

33. All entries will be the property of the Promoter and will not be returned.
34. Prizes are not transferable, exchangeable for any other item and cannot be redeemed for cash or any other form of compensation (unless cash is specified). The value of each prize is accurate as at the time of preparation of this material, is the RRP value and is inclusive of GST. The Promoter accepts no responsibility for any variation in the value of a prize after that time. If a prize (or element of a prize, where applicable) is unavailable for any reason, the Promoter may substitute it for another item of equal or higher value, subject to the approval of the any relevant gaming authorities as required.
35. If a winner (or a companion, as applicable) does not take an element of a prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and their companion(s) as applicable and neither cash nor any other form of compensation will be supplied in lieu of that element of the prize. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if any prize (or any part of a prize) is unavailable for any reason.
36. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must sign (or procure that their parent/guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this promotion and/or providing the prize, before they participate in the Promotion and/or the prize. If they or their parent/guardian do not sign that form within the time specified by the Promoter, they will not be able to participate and the relevant entrant's or winner's entry or claim will be deemed invalid. Where an entry is declared invalid prior to the Prize Claim Date, the Promoter may determine a new winner in accordance with the Unclaimed Prize Arrangements.
37. If requested by the Promoter, entrants and winners (and their companion(s), if applicable) must participate in all promotional activity (such as publicity and photography) surrounding this Promotion or their winning of a prize, free of charge, and they consent to the Promoter and its associated companies and agencies using their name and image in promotional material, on the Promoter's websites, social media platforms and in trade publications.
38. If for any reason any aspect of this promotion does not or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the promotion, or invalidate any affected entries, subject to the approval of the relevant gaming authorities, if required.
39. The Promoter's decisions in connection with the promotion are final and no correspondence will be entered into.
40. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the promotion or accepting the prize may involve participating in dangerous activities. By entering this promotion and/or accepting the prize, entrants accept that risk for themselves and for their companion(s) (if applicable).
41. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees regarding the competition and any prizes, including any warranties, representations or guarantees which may have been made in the

course of advertising or promoting the competition. Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), the Promoter and its related bodies corporate (including the officers, employees and agents of each) exclude all liability for any loss, damage or personal injury, whether direct or indirect, special or consequential.

42. Prizes will only be delivered to addresses in Australia. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
43. The Promoter may at its absolute discretion prohibit an entrant's participation in this promotion, cancel or suspend a prize or other cease to provide any prize to a winner if the entrant or winner (or any companion) is (in the Promoter's opinion) under the influence of alcohol or drugs, behaves aggressively or disruptively, or behaves in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or is contrary to law or is otherwise inappropriate.
44. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
45. The information you provide will be used by the Promoter for the purpose of conducting this promotion. The Promoter may disclose entrants' personal information to companies and agencies connected with this promotion and to the relevant gaming authorities, and winners' names and their State/Territory of residence may be published in accordance with these Terms and Conditions and as required under relevant legislation. The Promoter's privacy policy is available on the Promoter's website <http://www.goldencircle.com.au/privacy>.
46. All prizes from the advertised prize pool will be distributed during the Promotion Period. If required, an unclaimed prize draw will occur as specified in the Schedule.
47. All eligible and bona fide prize claims will be honoured and distributed regardless of any quality control errors that may occur, even if this results in prizes being awarded in excess of the advertised total prize value.