

## **“Dark Phoenix” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 15 years or over. Employees (and their immediate families) of the Promoter and agencies 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 1<sup>st</sup> cousin.
3. Promotion commences on 25/09/2019 and ends at 11:59:59pm AEDST on 09/10/2019 (“Promotional Period”).
4. To enter, individuals must visit [aaa.foxmovies.com.au](http://aaa.foxmovies.com.au), follow the prompts to the promotion entry page, input the requested details and an answer to the question ***“To win, tell us which X-Men mutant's ability you would choose to have and why, in 25 words or less.”***, and submit the fully completed entry form during the Promotional Period.
5. 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) and 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 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one (1) entry permitted per person.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
9. The judging will take place at Twentieth Century Fox Home Entertainment Pty Ltd, Level 3, Building 61, Fox Studios Australia, 38 Driver Avenue, Moore Park NSW 2031 commencing on 1/10/2019. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The winner will be notified by email. This is a game of skill and chance

plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.

10. The Promoter's decision is final and no correspondence will be entered into.
11. The 5 best valid entries, as determined by the judges, will win 1 x \$100 iTunes voucher. Acceptance of the Prize is subject to the Prize winner, at all times, abiding by the conditions set out in these Terms and Conditions. The Prize consists of:
  - 1 x iTunes Voucher of \$100
12. If the Prize (or part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize of the equal value and/or specification.
13. Total prize pool value is up to AUD\$100. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
14. In the event that any person drawn from all entries received in this period, does not respond to claim their prize within two weeks of being notified, their prize will be deemed unclaimed and will be forfeited.
15. As a condition of entering this 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 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.
16. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
18. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

19. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia ("**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.
20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of or participation in the Prize.
21. As a condition of accepting the Prize, the winner (and his/her companions) must sign any legal documentation as and 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. A nominated parent/legal guardian will be required to sign the legal documentation required under this clause on the behalf of any person under the age of 18 years.
22. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.foxprivacy.com/au/privacy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. Entrants' personal information may be disclosed to entities outside of Australia in accordance with the Privacy Policy.
23. The Promoter is Twentieth Century Fox Home Entertainment Pty Ltd (ABN 16 007 525 920 of Level 3, Building 61, Fox Studios Australia, 38 Driver Avenue, Moore Park NSW 2031.

