

VILLAGE CINEMAS AUSTRALIA PTY LTD
ACN 006 735 002

LEVEL 1 / 500 CHAPEL ST
SOUTH YARRA, VIC
TELEPHONE (03) 9281 1000



TERMS & CONDITIONS OF ENTRY

"CRACK THE CODE" PROMOTION

1. Information on 'how to enter' and prizes form part of these Conditions of Entry.
2. The Promoter is Village Cinemas Australia Pty Ltd (ACN 006 735 002) of Level 1/500 Chapel St, South Yarra VICTORIA 3141 ("the Promoter"). **Authorised under VIC Permit No. 09/1400**
3. Entry is only open to Victorian or Tasmanian residents who are existing Village Movie Club members or who become Village Movie Club members at any time during the promotional period ("Eligible Participants"). Employees and their immediate families of the Promoter, its related bodies corporate and agencies are ineligible to enter. "Immediate family" means spouse, parent, child or sibling, whether or not they live in the same household as the employee.
4. Consumers may register to become a new Village Movie Club member by fully completing and submitting the online registration form at www.villagecinemas.com.au or handing in a fully completed registration form to the ticket box at a participating Village Cinema in Victoria. New members can sign up to the Village Movie Club by picking up a 'Sign Up Pack' from the Ticket Box and then activating their card online at villagecinemas.com.au. Alternatively, new members can sign up online then pick up their card from the Ticket Box and activate their card online.
5. By entering this promotion, Eligible Participants agree to be bound by these terms and conditions. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry.
6. The promotion commences on **Thursday 14 May 2009 at 00:01 (AEST)** and concludes on **Wednesday 22 July 2009 at 23:59 (AEST)** or until all Peel & Win cards are dispensed, whichever comes first ("Promotional Period"). Promoter's decision is final and binding and no correspondence will be entered in to.
7. To enter, you must be an Eligible Participant and present your Village Movie Club member card when purchasing one or more movie tickets (online or through the ticket box) between Thursday 14 May 2009 and Wednesday 22 July 2009 at a participating Village Cinemas (see condition 8 below for details of Village cinemas which are not participating cinemas for the purposes of this offer). By purchasing a movie ticket online or through the ticket box and presenting their Village Movie Club member card, Eligible Participants will receive a 'Peel & Win' entry card and have the opportunity to win an instant prize (see condition 11 below for instant win prizes)
8. Competition is only available for participating Village Cinemas in Victoria and Tasmania. The following Village Cinemas or joint venture partner cinemas are **not** participating in the promotion: Albury, Ballarat, Bendigo, Frankston, Rosebud, Sorrento, Wangaratta, Warragul, Warrnambool, and Werribee.

9. There are 800,000 total Peel & Win cards. There are 800,000 Instant Win prizes to be awarded randomly during the promotional period on the Peel & Win entry cards.
10. No responsibility will be taken by the Promoters for any ineligible or lost entries or entries submitted or received by the Promoters after the closing date. Entries that do not comply with these terms and conditions, are incomplete, or submitted or received by the Promoters after the closing date will be declared void.
11. **Instant Win Prizes ("Prize Pool")**. Each prize can be redeemed or awarded instantly within the individual prize terms and conditions stipulated below:

5,000 x free movie tickets (RRP \$16.50ea)

Free movie ticket conditions: not valid for films marked "No Free List (NFT)", Saturday after 5pm, for Gold Class cinemas or for special events, Vmax, 3-D/Real-D sessions or movie marathons. Not valid with any other offer or discount. Offer only redeemable at Ticket Box and **not** online or via call centre. Valid 14 May 2009 until 27 August 2009.

10 x 3 month VIP ('free movie') pass (RRP \$1170.00ea)

3 month VIP pass conditions: valid for 3 months from the date of issue. Winners will need to claim this prize by 31 July 2009 (refer to condition 13 for instructions) otherwise the prize will be forfeited. Pass is not valid for films marked "No Free List (NFT)", not valid Saturday after 5pm, not valid for Gold Class cinemas, not valid for special events, Vmax, 3-D/Real-D sessions or movie marathons. Pass is not transferable and is intended for use by the pass holder only. It may not be used to redeem more than 2 tickets per day to any one session and tickets can only be issued on the same day as the session. Village Cinemas reserves the right to revoke this pass should it determine misuse.

5 x 12 month VIP ('free movie') pass (RRP \$4680.00ea)

12 month VIP pass conditions: valid for 12 months from the date of issue. Winners will need to claim this prize by 31 July 2009 (refer to condition 13 for instructions) otherwise the prize will be forfeited. Pass is not valid for films marked "No Free List (NFT)", not valid Saturday after 5pm, not valid for Gold Class cinemas, not valid for special events, Vmax, 3-D/Real-D sessions or movie marathons. Pass is not transferable and is intended for use by the pass holder only. It may not be used to redeem more than 2 tickets to any one sessions and tickets can only be issued on the same day as the session. Village Cinemas reserves the right to revoke this pass should it determine misuse.

5,000 x Gold Class free Upgrades (pay only \$16.50 - RRP \$37.00ea)

Gold Class free upgrade conditions: this voucher entitles one adult admission to Village Cinemas Gold Class for \$16.50. Valid only at the following locations: Century City Walk, Crown, Doncaster, Geelong, Jam Factory, Karingal, Knox, Southland, Sunshine. Upgrade not valid for films marked "No Free List (NFT)", Friday, Saturday or Sunday after 5pm, for special events, Vmax, 3-D/Real-D sessions or movie marathons or with any other offer or discount. Valid 14 May 2009 until 12 August 2009.

100,000 x Free small popcorn with purchase of any Confectionary Bag (RRP \$6.00ea)

Free small popcorn conditions: Patron must purchase one full price Confectionary Bag (Cadbury Chocettes, Allen's variety, Natural Confectionary variety, Pascall variety) to receive a FREE small popcorn. Valid 14 May 2009 until 26 August 2009. Not valid with VMC discount combos or any other offers.

50,000 x \$2.50 Choc Top vouchers (pay only \$2.50 - RRP \$3.90ea)

\$2.50 choc top conditions: this voucher entitles the holder to purchase a Choc Top at the discounted price of \$2.50 at the Candy Bar. Valid 14 May 2009 until 26 August 2009.

100,000 x Candy Bar discounts (pay only \$1.50 - RRP \$3.00ea)

Candy Bar discount conditions: this voucher entitles the holder to purchase any same size post-mix drink, popcorn or Choc Top for just \$1.50 with the purchase of any combo. Valid 14 May 2009 until 26 August 2009. Not valid with VMC discount combos or any other offers.

150,000 x \$7.50 discount tickets (pay only \$7.50 for your next movie ticket – RRP \$16.50ea)

\$7.50 movie ticket conditions: this voucher entitles the holder to purchase a movie ticket at the discounted price of \$7.50. Not valid for films marked "No Free List (NFT)", not valid Saturday after 5pm, for special events, Gold Class, Vmax, 3-D/Real-D sessions or movie marathons or with any other offer or discount. Offer only redeemable at Ticket Box and **not** online or via call centre. Valid 14 May 2009 until 26 August 2009.

150,000 x \$8.00 discount tickets (pay only \$8.00 for your next movie ticket - RRP \$16.50ea)

\$8.00 movie ticket conditions: this voucher entitles the holder to purchase a movie ticket at the discounted price of \$8.00. Not valid for films marked "No Free List (NFT)", not valid Saturday after 5pm, for special events, Gold Class, Vmax, 3-D/Real-D sessions or movie marathons or with any other offer or discount. Offer only redeemable at Ticket Box and **not** online or via call centre. Valid 14 May 2009 until 26 August 2009.

170,000 x discount tickets (pay only \$9.00 for your next movie ticket RRP \$16.50ea)

\$9 movie ticket conditions: this voucher entitles the holder to purchase a ticket at the discounted price of \$9.00. Not valid for films marked "No Free List (NFT)", not valid Saturday after 5pm, for special events, Gold Class, Vmax, 3-D/Real-D sessions or movie marathons or with any other offer or discount. Offer only redeemable at Ticket Box and **not** online or via call centre. Valid 14 May 2009 until 26 August 2009.

19,010 x Intensity Free Game vouchers (RRP \$2.00ea)

Intensity free game conditions: valid for one free game. Valid for all coin operated games, excluding ticket, prize redemption and games listed as 'No Free Games'. Voucher must be surrendered. Offer only valid at the following locations – Jam Factory, Epping, Chadstone, Southland and Sunshine. Not valid at Knox, Karingal and Fountain Gate. Pass must be surrendered at time of play. Not valid with any other offer. Voucher is not for individual sale. Limit of one per person per day. Valid 14 May 2009 until 26 August 2009.

975 x Gold Class free movie tickets (RRP \$37.00ea)

Gold Class free movie ticket conditions: not valid for films marked "No Free List (NFT)", Saturday after 5pm, for special events, Vmax, 3-D/Real-D sessions or movie marathons or with any other offer or discount. Offer only redeemable at Ticket Box and **not** online or via call centre. Valid 14 May 2009 until 12 August 2009.

25,000 x FREE glass of wine with any set-menu purchase in Gold Class (RRP \$8.00ea)

Free glass of wine conditions: this voucher entitles the holder to a FREE glass of red, white or sparkling house wine with any set menu purchase in a Gold Class cinema. Recipient must be over 18 years of age and must provide proof of age if requested by staff. Brand of house wine is determined by the cinema and cannot be exchanged for any other brand. The free glass of wine CAN be exchanged for a soft drink, juice, tea or coffee if requested. Valid 14 May 2009 until 12 August 2009. Not valid with any other offer.

25,000 x Half price dessert with any main meal purchased in Gold Class (pay only \$8.00 - RRP \$16.00ea)

Half price dessert conditions: this voucher entitles the holder to purchase a dessert for half price when any main meal is purchased in Gold Class. Offer does not include Gold Class admission. Offer excludes the cheese platter. Valid 14 May 2009 until 12 August 2009. Not valid with any other offer.

12. Instant Win Major Prizes ("Prize Pool"). Each Peel & Win card also has a unique code on the inside. The patron can then log on to crackthecode.villagecinemas.com.au to enter the unique code and find out whether they've won a major prize instantly. Each prize can be redeemed or awarded instantly within the individual prize terms and conditions stipulated below:

5 x Family holidays to the Gold Coast (RRP \$3,000.00)

This prize includes one trip for 2 Adults and 2 Children (3-13 yrs incl.) to Warner Bros. Movie World on the Gold Coast, prize includes 4 Fun Pass's. The Fun Pass gives you one single day entry to each park – Sea World, Warner Bros. Movie World and Wet'n'Wild Water World over 5 days. Ticket valid for 5 days from first park visit. Photo ID required on entry on each visit. Staying at Sea World Resort in a Superior Room (2 Adults and 2 Children – 2 Double beds) For 3 nights. Flying economy class, transfer costs not included. Prize must be taken in its entirety and is not transferable. Prize is not valid over Saturday Nights, during Old School Holidays or in Indy period and is subject to availability.

1 x Home Entertainment System (RRP \$1,250.00ea)

The Home Entertainment System prize comprises of LG Wireless Blu Ray home theatre HB954WA. Village Cinemas reserves the right to replace either of these items with an item of equal value should availability of stock be an issue. This prize is not exchangeable, transferable or redeemable for cash. Home entertainment system will be delivered to the winners residence once claimed. Any further repairs or costs incurred following the delivery of the Home Entertainment Theatre system is incurred by the prize winner.

1 x Vespa Scooter (RRP \$3627.00ea)

This prize includes 1 x Vespa LX50S in a colour chosen by the Promoter. This prize is not exchangeable, transferable or redeemable for cash. The Vespa must be delivered to the nearest Vespa Dealer for the prize winner to pick up and be shown how to drive and handle the Vespa. The prize includes all on-road costs.

5 x \$1000 cash (RRP \$1000.00ea)

This prize comprises of \$1000 cash in cheque form. The prize winner must submit their name and address for the cheque to be addressed to them. Prize winner details will not be disclosed to third parties. This prize is not transferable or exchangeable. Cheque will be drawn up and sent out to prize winner by registered post.

1 x LG Wide Screen TV (RRP \$1444.00ea)

This prize comprises of one LG 42" model 42PQ60D. Village Cinemas reserves the right to replace this item with an item of equal value should availability of stock be an issue. This prize is not exchangeable, transferable or redeemable for cash. The television will be delivered to the winners residence once claimed. Any further repairs or costs incurred following the delivery of the LG Wide Screen TV is incurred by the prize winner.

2 x Apple Mac Books (RRP \$1469.00ea)

This prize comprises of one Apple Mac Book C2 2.1 WH Laptop. Village Cinemas reserves the right to replace this item with an item of equal value should availability of stock be an issue. This prize is not exchangeable, transferable or redeemable for cash. The Mac Book Laptop will be delivered to the winners residence once claimed. Any further repairs or costs incurred following the delivery of the Mac Book Laptop is incurred by the prize winner.

15 x Sony PSPs (RRP \$297.00ea)

This prize comprises of one Sony PSP. Village Cinemas reserves the right to replace this item with an item of equal value should availability of stock be an issue. This prize is not exchangeable, transferable or redeemable for cash. The Sony PSP will be delivered to the winners residence once claimed. Any further repairs or costs incurred following the delivery of the Sony PSP is incurred by the prize winner.

10 x Sony PS3s (RRP \$689.00ea)

This prize comprises of one Sony PS3. Village Cinemas reserves the right to replace this item with an item of equal value should availability of stock be an issue. This prize is not exchangeable, transferable or redeemable for cash. The Sony PS3 will be delivered to the winners residence once claimed. Any further repairs or costs incurred following the delivery of the Sony PS3 is incurred by the prize winner.

20 x Nintendo Wiis (RRP \$391.00ea)

This prize comprises of one Nintendo Wii. Village Cinemas reserves the right to replace this item with an item of equal value should availability of stock be an issue. This prize is not

exchangeable, transferable or redeemable for cash. The Nintendo Wii will be delivered to the winners residence once claimed. Any further repairs or costs incurred following the delivery of the Nintendo Wii is incurred by the prize winner.

15 x Ipod Touches (RRP \$319.00ea)

This prize comprises of one Ipod Touch. Village Cinemas reserves the right to replace this item with an item of equal value should availability of stock be an issue. This prize is not exchangeable, transferable or redeemable for cash. The Ipod Touch will be delivered to the winners residence once claimed. Any further repairs or costs incurred following the delivery of the Ipod Touch is incurred by the prize winner.

15 x Ipod Nanos (RRP \$191.00ea)

This prize comprises of one Ipod Nano. Village Cinemas reserves the right to replace this item with an item of equal value should availability of stock be an issue. This prize is not exchangeable, transferable or redeemable for cash. The Ipod Nano will be delivered to the winners residence once claimed. Any further repairs or costs incurred following the delivery of the Ipod Nano is incurred by the prize winner.

50 x iTunes Gift Cards (RRP \$100.00ea)

This prize comprises of one iTunes gift card to the value of \$100. Village Cinemas reserves the right to replace this item with an item of equal value should availability of stock be an issue. This prize is not exchangeable, transferable or redeemable for cash. The iTunes Gift Card will be delivered to the winners residence once claimed.

10 x Blu Ray Players (RRP \$377.00ea)

This prize comprises of one Blu Ray Player LG BD370. Village Cinemas reserves the right to replace this item with an item of equal value should availability of stock be an issue. This prize is not exchangeable, transferable or redeemable for cash. The Blu Ray Player will be delivered to the winners residence once claimed. Any further repairs or costs incurred following the delivery of the Blu Ray Player is incurred by the prize winner.

5 x private Gold Class screening for 28 people (RRP \$2,500.00ea)

Private Gold Class screening conditions: valid until 12 August 2009 for 28 people. Winners will need to claim this prize by 31 July 2009 (refer to condition 13 for instructions) otherwise the prize will be forfeited. Screening valid for sessions Monday through Thursday and Friday prior to 5pm only. Not valid for films marked "No Free Tickets" or during school holidays. Film, session time and cinema location is to be negotiated between winner and Village Cinemas, however the final decision is at the discretion of Village Cinemas.

Total maximum retail prize bank value is **\$5,491,539** including GST. Prize values are the recommended retail value as provided by the supplier at the time of printing. No responsibility is accepted for any variation in the value of the prizes.

There are 19 Village Cinemas locations in Victoria and Tasmania that will distribute the "Peel & Win" entry cards. Each cinema will receive the following allocation based on estimated admissions for the promotional period at each cinema location:

Site	Peel & Win Cards
Airport West	30,000
Century City Walk	45,000
Coburg	3,000
Crown	50,000
Doncaster	90,000
Fountain Gate	90,000
Geelong	30,000
Jam Factory	50,000
Karingal	35,000
Knox	85,000
Morwell	25,000

Rivoli	35,000
Shepparton	15,000
Southland	90,000
Sunshine	50,000
TAS: Eastlands	17,500
TAS: Glenorchy	15,000
TAS: Hobart	17,500
TAS: Launceston	25,000
Head Office	2,000
TOTAL	800,000

13. Winners of the: "3 month VIP pass"; "12 month VIP pass"; and, "Private Gold Class screening" prizes can be awarded their prize by asking for the site manager who will give them a letter stating the prize they have won and instructions on how to redeem it. Winners will need to claim their prize this way by 31 July 2009 otherwise the prize will be forfeited. These instructions will be on the winning "Peel & Win" entry card. All other prizes can be redeemed instantly within the individual prize terms and conditions stipulated in condition point 10.
14. Prizes are not transferable, exchangeable or redeemable for cash or any other goods or services. All prizes are not valid or redeemable with any other special offers or discounts. Any redeemable vouchers must be surrendered and the prize is for single use only. The Promoters accept no responsibility for any variation in the value, performance, or availability of any prize. The Promoters reserve the right to substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoters' control, the Promoters are not able to give prize winners the advertised prize. Incidental costs relating to the prizes are the responsibility of the winners.
15. The name and address of the business which is responsible for the preparing and printing of the 'Peel & Win' cards for this promotion is Geon, 181 Forster Rd, Mount Waverley, 3149. The 'Peel & Win' cards cannot be tampered with in any way by any person or organisation involved in the production or distribution of the game material.
16. If the winner is unable to take or use a prize prior to the expiry date stated on the specific prize, the prize will be forfeited and the Promoters will be under no obligation to extend the time by which the prize can be taken nor to provide the prize winner with any alternative prize or compensation of any kind.
17. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing. All prize values are in Australian dollars unless where stipulated. The Promoter takes no responsibility for any variation in prize values. The Promoter accepts no responsibility for any variation in the prize value. All prize values are in Australian dollars.
18. If for any reason any element of the prize/s becomes unavailable for any reason, which is out of the promoters control then a similar prize to equal value, will be awarded in lieu.
19. Printing error(s) and other quality control matters will not be used as a reason for refusing payment or delivery of prizes.
20. The Promoters, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered or sustained (including but not limited to direct or consequential loss), as a result of or arising from a winners' acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.
21. The Promoter reserves the right to request winners to provide proof of identity and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
22. Prize winners are advised that Tax implications may arise from their prize winnings and they should seek independent financial advice prior to the acceptance of the prize.

23. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
24. Entry details remain the property of the Promoters. Acceptance of a prize is deemed to be acceptance by a winner of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of accepting the prize.
25. The personal information collected as part of the entry is collected to enable identification of the winner and for marketing and promotional purposes, including sending electronic messages. Your personal information will only be disclosed to the Promoter and its related bodies corporate for these purposes. Entrants' personal information may be disclosed to the Victorian lottery department and winners' names published as required under the Victorian lottery legislation. You can contact our Privacy Officer if you would like details of the personal information that the Promoter may hold about you or if you would like it to be corrected. Our Privacy Officer's contact details are: 206 Bourke Street, Melbourne, Victoria 3000, Fax: 03 9663 1972 or email: privacy@roadshow.com.au.
26. Winners of prizes with an individual prize value of over \$250 (that has been claimed by 31 July 2009) as detailed in condition 12 will be announced in The Herald Sun newspaper on 7 August, 2009.
27. The Promoter is not responsible for any incorrect or inaccurate information, either caused by website users or by any of the equipment or programming associated with or utilised in this competition, or by 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.
28. If for any reason this competition is not capable of running as planned (including but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or who has entered improperly, and, subject to any written directions given by the Victorian Commission of Gambling Regulation, to cancel, terminate, modify or suspend the competition.
29. The Promoter 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 the Internet or at any web site, or any combination thereof, (including but not limited to) any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this competition. Any contact details entered incorrectly on the website shall be deemed invalid.
30. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as prizes. The Promoter or its employees or agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or personal injury suffered or sustained, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner, except for any liability which cannot be excluded by law. Any costs associated with accessing the Village Cinemas website is the entrant's responsibility and is dependent on the Internet service provider used. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.