

VILLAGE CINEMAS AUSTRALIA PTY LTD  
ACN 006 735 002  
LEVEL 1 / 500 CHAPEL ST, SOUTH YARRA, VIC  
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## TERMS & CONDITIONS OF ENTRY

### "TRANSFORMERS: REVENGE OF THE FALLEN - JET FLIGHT" 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 1/500 Chapel Street, South Yarra VIC 3141 ("the Promoter").
3. Entry is only open to Victorian or Tasmanian Village Movie Club members who purchase a ticket to Transformers: Revenge of the Fallen (at the ticket box, online or through the call centre) between June 3 2009 and July 8 2009 ("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. 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.
5. The competition commences at 12.01am AEST on June 3 2009 and closes at 11:59pm AEST on July 8 2009.
6. To enter, you must be an Eligible Participant and purchase, during the competition period, a ticket to Transformers: Revenge of the Fallen at a participating Village Cinema (see condition 7 below for details of Village Cinemas which are not participating cinemas for the purposes of this offer). To enter the participant must either scan their own VMC card at the Ticket Box, state their VMC card number when purchasing through the Call Centre, or login when buying online at [villagecinemas.com.au](http://villagecinemas.com.au) at the time of purchase. Standard booking fees apply. Screen saver and gift voucher online purchases will not be eligible for entry. Once the transaction is complete, Eligible Entrants must fill in the online entry form including their contact details and click submit to be entered into the draw.
7. Competition is only available for participating Village Cinemas locations in Victoria and Tasmania. The following Village Cinemas or joint venture partner cinemas are **not** participating in the promotion: Albury, Ballarat, Bendigo, Rosebud, Sorrento, Wangaratta, Warragul, Warrnambool, and Werribee.
8. 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.
9. The competition prize draw of winners will take place at 1:00pm AEST on July 10 2009 at the office of Village Cinemas Australia, located at 180 St Kilda Rd, St Kilda VIC 3182. The winners will be contacted by phone and email relying on contact details provided by the entrant. The result of the prize draw is final and no correspondence will be entered into.

10. The Prize. VMC member who purchases a ticket at Village Cinemas to Transformers 2: Revenge of the Fallen between the competition dates will win:

- Unique Jet Flight Experience (for 1 – major prize winner only)
- 2 nights accommodation in a 1 bedroom oceanfront apartment (for 2 - incld breakfast)
- Return flights for 2 people (Melbourne – Port Macquarie) with Virgin Blue
- Car Hire (driver must be over 21 years of age and have valid car licence)

TOTAL Prize Value = \$4,990

The prize value is 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. The prize must be taken as offered. Unused components of the prize will not be substituted or refunded. The prize may include potentially dangerous activities that may cause personal harm, illness, trauma, injury, death or property damage. Prize winners will not be permitted to take part in the prize until they have signed an indemnity and release form. The prize winner needs to give Village Cinemas and Paramount Pictures a minimum of 6 weeks notice as to when they would like to redeem the prize. They have 6 months from announcement of winning the prize, in which to redeem the prize or they will forfeit the prize. All elements of the package are subject to availability at the time of booking.

#### Individual Prize Winner Responsibilities;

Some experiences are inherently dangerous and if Prize Winners' choose to participate they do so at their own risk. The Prize Winner/s will be required to sign a release and indemnity form to be eligible to participate in the Prize. By signing this form, the Prize Winner/s release Village Cinemas, Paramount Pictures and Golden Link from any liability claims arising from personal injury, damage to property or other claims arising from participation in the Prize on a full indemnity basis. It is the Prize Winner/s responsibility (and we strongly advise) to take out their own insurance before taking the Prize. We recommend that the Prize Winner fully disclose the nature of the Prize to their chosen insurer, as the activities included in the Prize may attract additional premiums and conditions imposed by the insurer. Failure to do so may void your insurance. It is the Prize Winners' responsibility to make inquiries and be satisfied with all such matters. Village Cinemas, Paramount Pictures or Golden Link will not be responsible for the cost of any travel insurance nor the cost of any excess payable in respect of a claim by the Prize Winner under any travel insurance policy. It is the Prize Winners responsibility to ensure they are physically, mentally and medically fit to travel and participate in the Prize. The Prize Winner acknowledges that their baggage and personal effects are exclusively their own responsibility (with the exception of various airlines who may claim responsibility for your baggage according to their own terms and conditions). Village Cinemas, Paramount Pictures and Golden Carrot will not be held liable for any loss, theft or damage to the Prize Winners' baggage or personal effects. If car hire forms part of the Prize, the Prize Winner/s will be responsible for all fuel costs and the insurance excess in the event of an accident or theft. The participant may also be required to be at least 21 years of age, depending on the rental car company's terms and conditions. Village Cinemas, Paramount Pictures and Golden Carrot will provide all car hire Terms & Conditions to the participant prior to departure.

11. Prizes are not transferable, exchangeable or redeemable for cash or any other goods or services. 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.

12. The Prize Winner will need to give Village Cinemas & Paramount Pictures a minimum of 6 weeks notice as to when they would like to redeem the prize. They have 6 months from announcement of winning the prize, in which to redeem the prize or they will forfeit the prize.

13. 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.

14. 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.

15. The personal information collected as part of the entry is collected to enable identification of the winners and for marketing and promotional purposes, including sending electronic messages. Your personal information will only be disclosed to the Promoters and their related bodies corporate for these purposes. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the State and Territory lottery legislations. You can contact our Privacy Officer's if you would like details of the personal information that the Promoters' may hold about you or if you would like it to be corrected. Our Privacy Officer's contact details are: Village Cinemas - 206 Bourke Street, Melbourne, Victoria 3000, Fax: 03 9663 1972 or email: [privacy@roadshow.com.au](mailto:privacy@roadshow.com.au).

16. If the competition does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoters' control that corrupts or affects administration, security, fairness or proper conduct of the competition, the Promoters reserve the right in their sole discretion to cancel, terminate, modify or suspend the competition or disqualify any individual who tampers with the entry process. The Promoters will not be responsible for:

- (a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
- (b) Failure of any entry to be received by the Promoters as a result of those matters;
- or
- (c) Any injury or damage to entrants or any other person related to or resulting from participation in the competition or downloading any materials relating to the competition.