

## TERMS & CONDITIONS

### Win a trip for two to The Field of Light Uluru

1. This promotion ("Promotion") is brought to you by Brookfield Commercial Operations Pty Ltd ABN 86 120 690 940 ("Promoter") and hosted via the websites found at [www.BFPLPerth.com](http://www.BFPLPerth.com) ("Website"), [www.facebook.com/bfplperth/](http://www.facebook.com/bfplperth/) ("Facebook"), and [www.instagram.com/bfplperth/](http://www.instagram.com/bfplperth/) ("Instagram").
2. Facebook and Instagram are not sponsors of this Promotion.
3. These terms and conditions, together with the general terms and conditions that are applicable to your use of and access to the websites (together the "Terms") constitute the rules of participation in the Promotion.
4. By entering the Promotion, you agree to be bound by the Terms.
5. This Promotion commences at 11:00 AWST on Thursday, 18 August 2022 and closes at 23:00 AWST on Saturday, 3 September 2022 ('Promotional Period').
6. Entry is open to Western Australian residents 18 years of age and over and who hold valid Facebook or Instagram accounts ("Eligible Entrants"). The entrant is responsible for ensuring his or her familiarity with the terms and conditions at the time of participation.
7. Employees of the Promoter (and their immediate families), its agencies associated with this promotion, are not eligible to enter.
8. You may only enter this Promotion once. Entrants can only enter in their own name. The Promoter reserves the right to request the winners to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the winners' identity, age, residential address, eligibility to enter and claim a prize and any information submitted by the winners in entering the Promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, the winner's entry will become invalid. The prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
9. To enter the competition, you must:
  - a. Follow BFPLPerth on Facebook or Instagram  
; and
  - b. completing the entry form on the Website with your name, email address, phone number and post code.
10. The winner will be drawn at random on Monday, 5 September at 10:00am (AWST) by the Promoter from all valid entries at the Promoter's office located at 125 St Georges Terrace, Perth, Western Australia.
11. Incomprehensible and incomplete entries will be deemed invalid.

12. In order to be eligible to receive the major prize, the winner must sign an acknowledgement and waiver in favour of the Promoter on terms provided by the Promoter but including that the winner accepts the major prize at their sole risk and release the Promoter in respect of any loss or liability that the winner may incur as a result of accepting and using the prize.
13. There will be one major prize winner.
14. The major prize winner will be notified by phone and in writing by email within 2 business days of the Draw Date. Details of how the winner can claim their prize will be set out in the letter informing them that they have won. The winner will also be announced on the BFPLPerth social media channel and on the website.
15. In the event that the major prize winner does not confirm acceptance of the major prize within 14 days of the Promoter endeavouring to contact the major prize winner, the Promoter will draw a further major prize winner by random selection at the promoters office located at 125 St Georges Terrace, Perth, Western Australia and will notify the replacement major prize winner by the method set out in paragraph 16 above. This process will continue until the major prize is accepted by a winner.
16. The Promoter accepts no responsibility for loss or damage to the prize. The prize is not redeemable for cash and not transferable to another person. The prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. Prize Value is as specified on the Date at which the Prize Value is valid. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal value. The Promoter will not replace any lost or stolen prizes.
17. The Promoter's decision is final.
18. There is one major prize to be won. The prize winner will be offered a cost contribution of \$7,000 GST inclusive (AUD) towards:
  - a. using Ayers Rock Resort or a similar platform to book accommodation for 4 nights in Uluru (Ayers Rock); and
  - b. via Qantas in respect of airfares, 2 x return economy airline tickets from PER to AYQ, for a holiday in Uluru (Ayers Rock) with the intention that the winner visits the Field of Light Dinner Uluru which runs between July 2022 until June 2023.

Total maximum prize pool valued at AU\$7,000 (travel contribution in respect of airfares, accommodation, and tickets to attend the Field of Light Dinner) as above. The acceptance of this offer is subject to these terms and conditions

19. The winner will be responsible for any additional fees, charges, costs and expenses incurred on the holiday beyond the prize contribution of \$7,000.
20. The winner may choose their dates of travel and stay in Uluru (Ayers Rock), but the travel must cross over the time period that the Field of Lights Uluru is running.
21. Airlines and Tickets and Other

The following Terms and Conditions apply only to the air component of the prize package.

- Flights must be booked with Qantas Airlines by **16 December 2022**.
- Seats are two (2) economy seats from PER to AYQ.

- Travel must be on Qantas Airlines only and is subject to Qantas Airlines General Conditions of Carriage, including Qantas' cancellation policy.
- Booking is subject to availability.
- Tickets are non-transferable, non-refundable and non-redeemable for cash.
- Any tickets which remain unused after the expiry date shall be deemed null and void.
- The recipient of the prize is responsible for all travel costs to and from the point of departure, spending money, travel insurance charges, ground transportations and any other expenses.
- Compliance with any health or other government requirements is the responsibility of each prize winner. The recipient is responsible for obtaining (and the cost of obtaining) medical advice prior to taking the prize and obtaining any recommended vaccinations and immunisations in the manner required before travelling.
- No Frequent Flyer points will be given as part this prize.
- The Airline and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
  - during the draw, whilst undertaking any travel won on or connected with their entry into the draw;
  - in the participation in any prize, as a consequence of late, lost or misdirected mail, due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compare, staff member, journalist, other entrants or any other person;
  - in relation to failure of entry message to be received by the promoter on account of technical problems or traffic congestion;
  - arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;
  - due to circumstances outside the Promoter's reasonable control. The Airlines and its affiliates assume 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, and reserve the right to take any action that may be available.

The winner acknowledges and agrees that:

- a. it is responsible for choosing the accommodation for the holiday and to adhere to any terms and conditions that accommodation provider prescribes;
- b. the prize is merely a cost contribution to a holiday in Uluru (Ayers Rock) and that the Promotor is not responsible for organising or arranging any part of the holiday or bookings;
- c. airline timetables and hotel vacancies and costs are all subject to market conditions and availability;
- d. is responsible entirely for the holiday including all insurances, medical advice, accident, injury, damage and similar;
- e. the winner and any travelling companion/s are responsible for ensuring that they have all necessary travel insurance and documents to travel to the relevant place (including a current passport and visas, if required), otherwise the winner's entry will be deemed invalid; and
- f. the Promoter and its associated companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur.

If, for any reason, this competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond

the control of the Promoter which corrupt 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, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to State Legislation.

22. The Promoter recommends the winner seek appropriate insurances which will be at their own cost.

23. Ancillary Costs

All transport, meals, beverages, spending money, insurances, service charges, taxes, transfers and ancillary costs, including cost of travel to and from the property are not included in a Prize unless specified and are the responsibility of the Prize Winner.

24. Taxes

If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.

25. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity and age) and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry that is not in accordance with these Conditions of Entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

26. The Promoter and its associated entities and agents accept no responsibility for loss, damage, accident, death or injury resulting from the promotion.

27. The Promoter and its associated entities and agents accept no responsibility for any tax implications that may arise from the major prize winnings.

28. Except for any implied condition or warranty the exclusion of which from these conditions of entry would contravene any statute or cause any part of these conditions of entry to be void ("Non Excludable Condition"), the Promoter excludes from these conditions of entry all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officer, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the promotion, including, without limitation, the following:

- 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 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 conditions of entry;
- e) any tax implications;
- f) the cancellation or postponement of any event; and/or
- g) a prize or use of a prize.

29. Each entrant consents, if the entrant becomes a winner, to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in media and communication for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.

## PRIVACY POLICY

We've collected this information to enter you into the **Win a trip for two to The Field of Light Uluru**. Without providing Brookfield Commercial Operations with this information, we cannot enter you in the competition. To find out how we will deal with the personal information you provide to us, please read our Privacy Policy [here](#).