## **MIFF 2024 – Consumer Competition**

## **Terms and Conditions**

Information on how to enter and prize(s) form part of these Terms and Conditions (**terms**). By participating, you agree to be bound by these terms. Entries must comply with these terms to be valid.

Details		
Promotion Website	https://miff.com.au/campari	
Promoter	Filmfest Limited t/as Melbourne International Film Festival (ABN 12 006 391 902) of 3/290 Collins Street, Melbourne 3000	
Promotional Period	The Promotion commences at 10.AM (AEST) on 3 July 2024 and closes at 10.AM (AEST) on 21 July 2024	
Eligible Entrants	Entry is open to Australian residents aged 18 years or over. Employees (and their immediate families) of the Promoter, its related entities and any agencies associated with this Promotion are ineligible to enter.	
Entry	1. To enter, each Eligible Entrant must, during the Promotional Period:	
	(a) Visit URL <u>https://miff.com.au/campari</u> follow the prompts to the competition entry page, input the requested details and submit the fully completed entry form online	
	2. Entries which in the reasonable opinion of the Promoter:	
	(a) are received outside the Promotional Period;	
	(b) contain defamatory, offensive or inappropriate content or infringe intellectual property rights;	
	(c) are incomplete or indecipherable; or	
	(d) do not otherwise comply with these terms,	
	will be invalid and ineligible for any prize.	
	3. Only 1 entry permitted per person. If more than one entry is submitted, all entries after the first on each platform will be eliminated.	
Draw	4. The Draw will be conducted at Filmfest Ltd t/as Melbourne International Film Festival (MIFF) at 3/290 Collins St, Melbourne 3000 at 11AM on 21 July 2024 by way of a random electronic draw.	
	5. The first valid entry randomly drawn will win the Major Prize (Winner)	
	6. The Promoter may at any time (including after the Promotional Period), verify the validity of entries and entrants and disqualify any individual who the Promoter reasonably believes has breached any of these terms or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion.	
	7. If there is a dispute as to the identity of an entrant, the Promoter may, in its sole discretion, determine the identity of the entrant.	
Prize(s)	8. The Winner will receive:	
	<ul> <li>2 tickets to Opening Night</li> <li>4 tickets to the Shorts Awards</li> <li>1 x 3 Litre bottle of Campari</li> <li>\$500 bar tab to use at Campari Bar at MIFF over festival period</li> <li>A MIFF Multi Pass</li> <li>A two night stay at Rydges Melbourne over the festival period</li> <li>A dinner experience for 4 pax at a MIFF Festival Hub dining session at ACMI</li> </ul>	
	9. If the Prize is unavailable, the Promoter in its absolute discretion, may substitute the Prize (or a component of the Prize) with a prize of equal value and/or specification, subject to any written directions from a regulatory authority. Other than this, the Prize is not transferable or exchangeable and cannot be taken as cash.	

	10. Total Prize Pool Value \$4,000 RRP.
Notification of Winner	11. The Winner will be notified in writing and by telephone within 1 days of the Draw on 22 July 2024. The Winner must claim their Prize within 3 days of the draw by 25 July 2024.
	<ol> <li>If the Prize is not claimed within this time, the Promoter will re-draw another winner for the unclaimed Prize at 2/290 Collins St, Melbourne at 9am on 25 July 2024 by way of a random draw (<b>Re-draw</b>).</li> </ol>
	13. The winner of the Re-draw will be contacted in writing and by telephone on 25 July. Their names will also be published on the MIFF website <a href="https://miff.com.au/campari">https://miff.com.au/campari</a> winner(s) of re-drawn Prizes must claim their Prize within 2 days of the redraw by 26 July.
	14. The Prize will be delivered free of charge to the Winner (or Re-draw winner) at the address provided upon notification of the Winner.
	15. The Promoter will hold the prizes until 28 July 2024.
Privacy and releases	16. The Promoter will collect, use and disclose entrants' personal information to conduct and manage the Promotion in accordance with its Privacy Policy, available at <a href="https://miff.com.au/terms-of-use/privacy">https://miff.com.au/terms-of-use/privacy</a> . The Promoter will also disclose the entrant's personal information to Campari Australia Pty Ltd (Campari Australia) for use in accordance with its privacy policy available at <a href="https://campariau.com/wp-content/uploads/2019/05/Privacy-Policy.pdf">https://campariau.com/wp-content/uploads/2019/05/Privacy-Policy.pdf</a> . Campari Australia will use the personal information to subscribe the entrant to its marketing database and to inform the entrant about its products and promotions, or those of its related bodies corporate. The Promoter and Campari Australia may also use entrants' personal information for promotional, marketing, publicity, research and profiling purposes for any of the Promoter's or Campari Australia's products, including sending electronic messages to, or telephoning, any entrant.
	17. 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 same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion and any of the Promoter's or Campari Australia or its related bodies corporates' products.
	18. By submitting the Content, entrants release the Promoter, Instagram and Facebook, their respective employees, directors and officers from any and all liability for use and publication of the Content, including any such liability that may arise under patent, trade mark, copyright, or any other applicable law. Entrants warrant that the Content is their original work, that they are the sole author, and that they are able to provide the licence and releases required under these terms and conditions.
Miscellaneous	19. The Promoter encourages consumers to enjoy liquor responsibly. Consumers of legal drinking age are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines (available at www.nhmrc.gov.au).
	20. Each entrant acknowledges that the promotion is in no way sponsored, endorsed, administered by or associated with either Instagram or Facebook.
	21. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated for any reason beyond the reasonable control of the Promoter including technical difficulties, unauthorised intervention or fraud, the Promoter may, to the extent permitted by law:
	(a) disqualify any entrant; or
	(b) subject to any written directions from a regulatory authority, modify, suspend, terminate or cancel the Promotion or modify the Prize, as appropriate.
	<ol> <li>Nothing in these terms limits, excludes or modifies (or purports to do so) any non-excludable guarantees or warranties under consumer law (Non-Excludable Guarantees).</li> </ol>
	23. Except for the Non-Excludable Guarantees and any other liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) will not be responsible and excludes all liability (including negligence) for any personal injury or loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of:
	(a) the Promotion and/or the taking or use of the Prize;
	(b) any technical difficulties or equipment malfunction outside of the Promoter's reasonable control;
	(c) any theft, unauthorised access or third party interference;
	<ul> <li>(d) any late, lost, altered or misdirected entries due to any reason beyond the Promoter's reasonable control;</li> </ul>
	(e) any tax liability incurred by a Winner or entrant; and/or
	(f) any damage to or delay in transit of the Prize during delivery,

	except to the extent caused or contributed to by the Promoter.
Disputes	24. All feedback in respect of the Promotion should be submitted to the Promoter's feedback address at: <u>miff@miff.com.au</u> In the case of any dispute, the Promoter will make a determination, acting reasonably and taking into account any feedback provided. The Promoter's decision is final.