

AVIARY WIN A VESPA COMPETITION T&Cs

1. General

1.1 Information on how to enter and the Prizes (as that term is defined below) form part of these terms and conditions of entry ("Terms and Conditions"). By entering this "Win a Vespa promotion" promotion ("Promotion") You are deemed to have accepted of these Terms and Conditions.

1.2 This Promotion is sponsored by Southport Sharks Pty Ltd ABN 33 010 452 936 located at cnr of Olsen and Musgrave Ave who can be contacted on +61 7 5532 1155 ('Promoter').

1.3 This Promotion is not valid in conjunction with any other promotion or offer and entry is by purchasing two (2) Peroni products only.

2. Eligibility

2.1 You may not enter this Promotion if You are an employee or officer of, or are an Immediate Family member of an employee or officer of: a) the Promoter; b) its parent companies; or c) its agencies. "Immediate Family" means spouse, parent, child or sibling, whether or not they live in the same household.

2.2 You may only enter this competition if You are aged 18 years or over and a Queensland Resident on the date on which You submit Your Entry Form (as that term is defined below).

3. Promotional Period

3.1 The "Promotional Period" commences at 12:01am AEST on 22/07/19 and closes at 11:59pm AEST on 30/08/19 ('Closing Date').

3.2 Entries received outside the Promotional Period will not be accepted.

4. How to Enter

4.1 You must, during the Promotional Period, enter the promotion by:

- (a) Visiting Aviary Rooftop Bar;
- (b) Purchasing two (2) glasses of Peroni;
- (c) Fill in the entry form; and
- (d) Place entry form into the barrel; and
- (e) following any other directions of the Promoter, or the Promoter's representative with respect to the Promotion.

4.2 There is no entry fee to enter this Promotion.

4.3 Entries will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. The Promoter accepts no liability for late, lost or misdirected entries.

4.4 You may submit multiple entries and each entry must be unique and must individually comply with these Terms and Conditions.

4.5 Once an entry is submitted, you acknowledge that the entry must not be withdrawn, altered or deleted (except as and where required by the Promoter).

4.6 The Promoter reserves the discretion to review all entries received as part of the Promotion and may, in its sole discretion, deem an entry to be ineligible if the Entry Form or any of its contents are incomplete, indecipherable, or illegible.

4.7 You warrant that any information You provide to the Promoter in relation to the Promotion is valid, complete and accurate. You understand that the Promoter may at any time verify any information that You have provided or that relates to Your entry into the Promotion. If any information You have provided is found to be fraudulent, invalid, incomplete, inaccurate or not in accordance with these Terms and Conditions You will be disqualified from the Promotion. Errors and omission may be accepted at the discretion of the Promoter.

5. Draw

5.1 One hundred (100) entries will be randomly selected and invited back to the venue on 08/9/19 where the winner will be drawn

5.2 One valid entry will be selected via a random draw on 08/09/2019.

5.3 The Promoter's decision as to each of the Winners of the Promotion will be final and binding on all entrants and no correspondence will be entered into by the Promoter in this regard.

6. Notification of winners

6.1 Winner will be notified on the night and via email.

6.2 The Promoter will arrange for the Prize letter to be delivered to the Winner within one weeks of acceptance of the Prize by the Winner. The Prize will be delivered to the email address notified by the Winner on their Entry Form. It is the responsibility of the Entrant to provide the correct address details and personal information on the Entry Form.

7. Prizes

7.1 The Winner will receive one (1) Piaggio Vespa. There will be a total of one (1) Prize awarded during the Promotional Period. The Prize is correct as at 22/07/19 and the Promoter accepts no responsibility for any variation in Prize value.

7.2 The winner must provide proof of identity before redeeming any Prize and the Promoter may declare a Prize unclaimed if a winner is unable to prove their identity to the reasonable satisfaction of the Promoter.

7.4 You agree that the Prize, as described in paragraph 7.1 constitutes the total prize given by the Promoter and that all additional costs are the responsibility of the Winner.

7.5 The Prizes are non-transferable, non-exchangeable and non-redeemable for cash, credit or any other item.

7.6 If for any reason whatsoever a Prize is not able to be redeemed on any dates during the Redemption Period the Promoter may, acting in its sole discretion, substitute or replace the Prize with another prize of equal or greater value.

8. Use of information

8.1 You are providing information to the Promoter and such information will only be used as stated in these Terms and Conditions. Any Personal Information provided by You to the Promoter will be kept and used in accordance with the Promoter's Privacy Policy, which can be viewed at www.southportsharks.com.au

8.2 The Promoter may disclose and publish the name and any other particulars of the Winner (including the Image submitted as part of the Entry Form) for publicity and promotional purposes and the Winner agrees to at the Promoter's cost co-operate with and participate in any activities organised by the Promoter in this regard.

9. Disqualification, Suspension and Termination

9.1 The Promoter may disqualify any participant who fails to comply with these Terms and Conditions, manipulates the participation process, acts unfairly, dishonestly or unlawfully or who tries to influence the draw by disruption, harassment, annoyance of employees or representatives of the Promoter or other participants. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

9.2 The Promoter may also exercise its rights under paragraph 4.7 of these Terms and Conditions.

9.3 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, 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, subject to the approval of any relevant regulatory authority.

10. Liability

10.1 Except to the extent provided by law, the Promoter (including its 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 offer, including, but not limited to, where arising out of 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 Prize 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 the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Entrant; or (f) any use of the Prize.

10.2 Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.