

CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Conditions of Entry. Entry into the PICTURE YOURSELF IN MILAN promotion is deemed to be acceptance of these Conditions of Entry.

2. Entry is only open to Australian residents. Employees and immediate families of the Promoter, participating outlets, and agencies associated with this promotion are ineligible.

3. Prize

a. There is 1 major prize of a "PICTURE YOURSELF IN MILAN" package valued at up to AUD\$10,000 (incl. GST) and includes:

- 2 Return Coral Economy Class airfares with Etihad Airways from Melbourne, Brisbane or Sydney to Milan, Italy valued at AUD\$4,000.
- Accommodation for 2 people for 5 nights in one Classic Room at Hotel Straf Milan from Mr & Mrs Smith, including breakfast, valued at AUD\$2,285.
- AUD\$1000 spending money pre-loaded on a Visa Gift Card valued at AUD\$1,000.
- 2 First Class Eurail passes including travel for five days in two months valued at AUD\$2,000.

4. Travel must be on Etihad Airways and completed by 31 October 2012 with no further extensions. Travel is subject to availability to "S" class space being available. Travel during peak periods and embargo periods may be restricted.

a. Travel is for a period of no more than 60 days and any tickets which remain unused after the expiry date shall be deemed null and void.

b. and travel during peak periods and embargo periods may be restricted.

c. The winner (and their companion) are responsible for all other expenses including accommodation (unless specified), spending money, meals (unless specified), drinks, transfers, laundry charges, activities, incidentals, taxes (excluding departure taxes), excess baggage over and above the approved 23 kgs, energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

d. The winner and travelling companion must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure (Sydney, Melbourne, Brisbane). If the winner does not reside in the state of any of these capital cities, it is the winners' responsibility to make their own travel arrangements to one of the departure cities (Sydney, Melbourne, Brisbane).

e. It is the travellers' personal responsibility to ensure that they have valid documentation which meets the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.

f. Travel is subject to the General Conditions of Carriage of Etihad Airways. These can be viewed at:

<http://www.etihadairways.com/sites/Etihad/global/en/Pages/ConditionsofCarriage.aspx>

d. No Frequent Flyer points will be accrued as part of this prize

e. Bookings must be made at least 30 days prior to travel.

5. Visa prize terms and conditions:

The Only 1 Gift Card ('Card') is issued by Australia and New Zealand banking Group Limited ABN 11 005 357 522 ('ANZ'). In these conditions, 'you' are the Card purchaser or user. Blackhawk Australia Pty. Ltd. ACN 123 251 703 ('Blackhawk') or ('us'), is ANZ's program manager for the Card. Until you sign the Card, you may present the Card to another person for their use. The Card must be signed before use. By signing or using the card, you agree to be bound by these Terms and Conditions. If You are not the intended user of the Card, then you must provide these Terms and Conditions to the intended user of the Card.

- a) The Card can be used for purchases of goods and services, where prepaid VISA Gift Cards are accepted and processed electronically (excluding cash and cash equivalent transactions at ATMs, over the counter at Financial Institutions and merchants and merchant groups who do not accept VISA prepaid gift cards).
- b) Each time you use the Card, you authorise us to deduct the amount of the transaction from the balance of funds on the Card. The available balance cannot be exceeded. Where a purchase exceeds the available balance, the excess must be paid using another payment method. The Card cannot be used for direct debit, recurring or installment payments. Authorisations may be declined at some merchants. We are not liable in anyway when authorisation is declined, regardless of reason. You are responsible for checking your transaction history and available balance as set out at www.only1gift.com.au.
- c) The Card is not reloadable, and is valid until the date shown on the front of the Card. Any remaining available balance remaining on the card will be forfeited on the expiry date. The Card is inactive until purchased and loaded with funds by the cashier. Upon purchase of the Card for a fee of \$5.95, you agree to activate and load the card with the nominated amount on the front of the pack.
- d) Details of Card balance are available at www.only1gift.com.au at no charge. For a fee of AUD\$1.00, balance information can also be obtained by calling 1800 206 212. If you choose to speak to a customer service representative, a fee of AUD \$3.00 will apply. Fees will be deducted directly from Card balance. Foreign currency transactions will be converted to Australian dollars under the currently applicable Visa rules. Any purchases made in overseas currency are subject to a conversion fee of 2.5%.
- e) For disputed transactions, you should notify the merchant where the purchase was made. However, if you are unable to resolve the disputed transaction with the merchant, you should notify us immediately by visiting www.only1gift.com.au (at no charge), or call 1800 206 212 (\$3.00 fee applies).
- f) Credit Card Scheme operating rules impose time limits after the expiry of which we are not able to reverse a transaction. The time limit generally applicable is 75 days after the disputed transaction was made, but some time limits are longer. If you do not notify us in time, we may be unable to investigate your claim in which case you will be liable for the transaction. It is your responsibility to review carefully your online transaction history. Neither ANZ nor Blackhawk is responsible for any loss to you, if you do not request us to dispute the transaction, within an applicable time limit.
- g) The Card is like cash and cannot be replaced if misused, lost, stolen or damaged. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Card, you should notify Cardholder Services immediately on 1800 203 212 (\$3.00 fee applies) or at www.only1gift.com.au (free of charge). All fees will be deducted directly from the available Card balance.

- h) If you have a complaint about the Card, or service, please call Only1Gift on 1800 206 212.
- i) For security reasons, we may restrict the number of transactions or amount of transactions you can make with the Card, or stop the use of the Card. You cannot stop payment on any transaction made with the Card.
- j) Any refunds on Card transactions are subject to the policy of the specific merchants. Refunds may be in the form of a credit to the Card, cash refund, or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.
- k) If you use the Card without presenting it (such as for mail order, telephone or internet purchases), the legal effect will be the same as if you physically presented the Card.
- l) Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, required by law, and also where necessary to operate the Card and process transactions. A full privacy policy can be viewed at www.only1gift.com.au.
- m) We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at www.only1gift.com.au.
- n) The laws of the State of New South Wales, in the Commonwealth of Australia, apply to these Terms and Conditions and you irrevocably submit to and accept the exclusive jurisdiction of any of the Courts of the State of New South Wales or the Commonwealth of Australia and any courts of appeal from these courts.

6. Prize values are correct at time of printing. The sharing of prizes is not permitted and prizes are not transferable, not exchangeable, cannot be taken for cash and cannot be used in conjunction with any other offer.

7. Promotion commences in Melbourne on September 14 and continues nationally until the conclusion of the festival on October 30. Entries close November 1.

8. Winners will be announced December 1, 2011 on the official Italian Film Festival website by initial of first name, surname and state (e.g. Mr S. Smith VIC). Winners will be notified by email or phone.

9. How to Enter To enter, Eligible Entrants must:

- (a) purchase 1 ticket to see any film at the Lavazza Italian Film Festival at any participating cinema screening the festival;
- (b) entrants must be 18 years of age or older.
- (c) fill in online entry form by visiting www.italianfilmfestival.com.au or submit postcard entry form at cinema, or via the QR code;
- (d) fully complete the Entry Form including finishing the following in 25 words or less: ***"What your perfect itinerary for an Italian holidays would be"***; and

10. Entrants must retain their Ticket for validation of their entry if required by the Promoter.

11. Entry is limited to one entry per person per ticket acquired for the festival. If the entrant has entered 10 times and wins, entrant will need to supply 10 valid festival tickets to claim prize.

12. How winners will be determined

- (a) This is a game of skill and chance plays no part in determining the winner. All entries received prior to 11.59PM AEDT on November 1, 2011 will be judged. All entries are deemed to be received by the Promoter at the time of receipt by the Promoter, not the

time of transmission. In the case of online entries, online entries are deemed to be received by the Promoter at the time of receipt into the Promoter's database.

(b) As part of the online entry form those entering will be asked whether they would like to subscribe to Palace e-news. Chance of winning is in no way affected by choosing to subscribe to Palace e-news.

(c) A panel of judges will judge the creativeness of entries in answering the question.

(d) The judges will determine which entry is the most creative and that entry will win the Major Prize.

(e) The judges have absolute discretion in their determinations and their decisions are final. No correspondence will be entered into.

13. Winners will be notified by email or phone by December 1, 2011.

14. The Promoter may require entrants to validate their entry in the Promotion at any time during the Promotion. The Promoter may also require entrants to show they are an Eligible Entrant.

Validation may (in the Promoter's sole discretion) include the Eligible Entrant providing the Promoter with:

(a) proof of residency; and

(b) the Ticket purchased by the entrant as part of the entry requirements.

(c) In the event that any entrant does not claim their prize or cannot validate their winning entry within 30 days of written notice being given that the entry is a winner, the judges may:

(d) Reallocate the Major Prize to the next most creative and entertaining entry;

15. All claims and entries become the property of the Promoter. Each entrant agrees to do all things requested by the Promoter to ensure that the intellectual property rights in and to the entries become the property of the Promoter and to provide all consents necessary or requested by the Promoter in relation to moral rights.

16. By entering this Promotion, each entrant consents to the Promoter using the entrant's personal information to administer the Promotion and announce the winner and disclosing the entrant's personal information to organisations that assist the Promoter with administering the Promotion and announcing the winner, and to third parties as required by law (including authorities that regulate this Promotion). By entering into this Promotion, each entrant also consents to their personal information being used by the Promoter for future marketing and promotional purposes.

The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth). Entrants can access and correct the personal information the Promoter holds about them by contacting the Promoter on 03 9817 6421. The Promoter's full privacy policy is available on the Promoter's web site – www.palacecinemas.com.au.

17. No responsibility accepted for late, lost, stolen, damaged or misdirected mail.

18. Except for any liability which cannot be excluded by law the Promoter:

(a) 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 any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in this Promotion;

(b) accepts no responsibility for any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Promotion, or by any technical error that may occur in the course of this Promotion; and

(c) accepts 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 or entrants details.

19. The Promoter and its associated companies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to consequential loss), or for personal injury suffered or sustained, as a result of entering into this Promotion, or receiving, accepting or using any prize, except for liability which cannot be excluded by law.

20. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.

21. If the winner of the Major Prize is under the age of 18 years, that prize will be awarded to the winner's parent or guardian.

22. If for any reason a prize is not available, the Promoter reserves the right to substitute it for another item, in its sole discretion, of the same recommended retail value.

23. If for any reason this Promotion is not capable of running as planned the Promoter reserves the right, in its sole discretion to modify the terms of the Promotion and these Conditions of Entry, subject to the approval (if required by law) of State and Territory gaming authorities.

24. The Promoter is Palace Cinema, 233 Whitehorse Rd, Balwyn 3103. Phone 03 9817 6421. ABN 77 004 751 544