### TERMS AND CONDITIONS

# **Andrea Bocelli VIP Competition March 2025**

#### General

- 1. By participating in the Andrea Bocelli VIP Competition March 2025 (**Competition**), you will be deemed to have:
  - a) accepted these Terms and Conditions; and
  - expressly consented to our use of your personal information under the *Privacy Act 1988* (Cth), *Spam Act 2003* (Cth), and other related communication and privacy legislation for marketing and other NRMA business purposes.
- 2. The promoter is National Roads and Motorists Association Limited (ACN 000 010 506) of Level 13, 151 Clarence Street, Sydney NSW 2000, trading as NRMA Limited (**Promoter**).
- 3. The Competition commences at 10:00 am (AEDT) on 17 March 2025 and entries close at 11.59pm (AEDT) on 23 March 2025 (**Entry Period**).
- 4. Entry is open to residents of NSW aged 18 years or over, who are current NRMA members, are opted in to electronic marketing and have a valid email address recorded in the Promoter's customer records.

#### How to Enter

- 5. During the Entry Period, answer the following question in 25 words or less: "why you want to see Andrea Bocelli live" and include your name and NRMA membership number (**Participant**). Only one (1) entry is allowed per Participant.
- 6. If a Participant provides an invalid NRMA membership number, that Participant's entry will be removed from the Competition.
- 7. Each Participant acknowledges that at the time of entering the Competition, their contact details associated with their NRMA membership are current.
- 8. All entries, once submitted, become the property of the Promoter.
- 9. This is a game of skill and chance plays no part. The Promoter's decision is final and no correspondence will be entered into with losing and/or ineligible Participants.

### **Eligibility**

- 10. Employees of the Promoter and its Related Bodies Corporate (as this term is defined in the Corporations Act 2001 (Cth) and their immediately family, and any person involved in the management of the Promoter and their immediately family, are prohibited from taking part in the Competition.
- 11. To protect the integrity of the Competition, the Promoter reserves the right, at its sole discretion, to verify, at any time (including after the closing of the Competition) the validity of all entries (including an entrant's identity, age, place of residence and the purchase) and to disqualify any entrant who submits invalid, incomplete, indecipherable, or illegible entries, or tampers with the entry process, or uses any automated entry software or any other mechanical or electronic means to submit repeated entries.

### **Determining and notifying winners**

12. The Promoter will review and judge all entries and decide, in its sole discretion, the four (4) winning entries (the **Winners**).

- 13. The Promoter will notify Winners on 24 March 2025 (**Determination Date**) by phone and email using the details linked to their NRMA membership number and their name and postcode published on <a href="https://www.mynrma.com.au">www.mynrma.com.au</a> (unless they asked for the name not to be published). Only Winners will be notified. Winners who cannot be reached within three (3) days of the Determination Date using the details linked to their NRMA membership number will be disqualified from the Competition and their prize forfeited.
- 14. If for any reason, a Winner does not claim their prize within one (1) week of being notified, or chooses not to participate in the Competition, then that Winner will be disqualified from the Competition and their Prize forfeited.
- 15. If a Winner is disqualified from the Competition or their Prize forfeited, the Promoter reserves the right to award that Winner's Prize to the Participant with the next best entry.
- 16. Subject to any directions from the applicable regulator, if one (1) or more Prizes are not claimed by 31 March 2025 (being one (1) week after the Determination Date) (**Subsequent Determination Date**), the Participant with the next best entry will be awarded a Prize. Any subsequent winning Participants will be notified by phone and email using the details linked to their NRMA membership number and their name and postcode published on <a href="https://www.mynrma.com.au">www.mynrma.com.au</a> (unless they asked for the name not to be published).
- 17. If there is no Winner of one (1) or more Prizes by 2 April 2025 (being two (2) days after the Subsequent Determination Date), that information will be published on <a href="https://www.mynrma.com.au">www.mynrma.com.au</a>.

#### **Prizes**

- 18. Winners will each receive one (1) double pass to see Andrea Bocelli live on Thursday, 3 April 2025 at Sydney Cricket Ground, Moore Park NSW 2021. Each prize includes:
  - a) Two Premium reserved floor seats;
  - b) Pre-show dinner package on site including:
    - i. 3-course sit down dining experience; and
    - ii. Premium beverage package throughout (including Champagne); and
  - c) Live entertainment throughout;
  - d) 'Borsa Regalo' (gift bag) to enjoy in your seats post dinner;
  - e) Specially curated collectible souvenir item, lanyard, & hard card;
  - f) Early VIP access into the venue;
  - g) Private amenities; and
  - h) VIP hosts to assist on the day.
- 19. The total value of the Prizes is \$7960. The total value of the Prizes is correct at the time of printing and the Promoter accepts no responsibility for any subsequent variation in the prize value.
- 20. Participants may only win one (1) Prize.
- 21. There are no bonus prizes awarded in this Competition. All prize values are in Australian dollars.
- 22. If a Prize is unavailable, the Promoter reserves the right to substitute the Prize with a prize of equal or greater value or specification, subject to any directions given by the applicable regulator. No responsibility or liability is accepted for any variation in the value of the prizes. Prizes are not exchangeable, transferrable, or redeemable for cash.

# **Personal Information and Privacy**

23. The details contained in each Participant's entry are protected by security safeguards as detailed in the Promoter's Privacy Policy, which is available at <a href="https://www.mynrma.com.au">www.mynrma.com.au</a>. Personal

information will only be used in accordance with the Promoter's Privacy Policy and these Terms and Conditions.

24. Participants can contact the Promoter's Privacy Officer if they would like details of the personal information about them held by the Promoter, or to exercise any of their rights under the *Privacy Act 1988* (Cth) via email at privacy.officer@mynrma.com.au or by writing to:

Privacy Officer 9 Murray Rose Avenue Sydney Olympic Park NSW 2127

25. The Promoter and its Related Bodies Corporate may, for a reasonable period, unless otherwise advised, use a Participant's personal information (such as name, age, membership number, mobile phone number and email address) and any other information provided to the Promoter pursuant to this Competition without remuneration or compensation to the Participant for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning for marketing purposes (for example by promoting the Promoter, its business and Related Bodies Corporate). You may opt out of receiving marketing information by using the functional unsubscribe facility included in each direct marketing communication from the Promoter.

# **Limitation of Liability**

- 26. Subject to any applicable guarantee, warranty, right or condition which cannot by law be excluded or limited, or the exclusion of which would invalidate some or all of these Conditions of Entry, including without limitation under the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law* or under the applicable state or territory laws applying to competitions of this type (**Non-excludable Condition**), the Promoter is not responsible for and excludes all liability (including negligence) for and in relation to any loss or damage (including loss of opportunity, loss of profit, and any indirect, special or consequential loss) arising in any way suffered or incurred (including without limitation death or injury) by reason of any act or omission, including without limitation negligence, by the Promoter in connection with the Competition. Without limitation, this applies to:
  - a) any technical errors or equipment malfunction including any interruption, defect, or delay in operation or transmission or a carriage service, communications line or network (whether or not under the Promoter's control);
  - b) any unauthorised access to or third party interference with the Promoter's CAD;
  - c) any entry that is late, lost, altered, deleted or misdirected (whether before or after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; and
  - d) any tax or other regulatory liability incurred by a Participant in relation to a Participant's participation in the Competition.
- 27. Subject to any Non-excludable Condition, all guarantees, representations, conditions and warranties of any nature are expressly excluded.
- 28. Subject to any Non-excludable Condition, the Promoter may:
  - modify or suspend the Competition if all entrants participating in the Competition until that point are notified of the changes to these Conditions of Entry, upon notification of any such changes, the affected entrants may terminate their participation in the Competition without any liability to the entrant; or
  - b) suspend, terminate, or cancel the Competition, and the Promoter will not be liable to any person for any such modification, suspension, termination, or cancellation.
- 29. The Promoter has no liability to any person for any dispute between a Participant or its officers, employees, agents, contractors, or consultants in relation to the Competition.

- 30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 31. The Promoter does not guarantee or otherwise make any representation that a Participant will receive any, or a specific, prize under the Competition.
- 32. These Terms and Conditions are governed by the laws of New South Wales, Australia.