TERMS AND CONDITIONS – Live Lucky Draw with Sam HU Concert

- a) Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- b) Entry is only open to NSW Australian residents.
- c) Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
- d)Employees (and their immediate families), external real estate agent representatives of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or 1st cousin.
- e) The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- f) Incomplete, indecipherable or illegible entries will be deemed invalid.
- g) Multiple entries and prizes per person is not permitted.
- h) Prize, 1000 lucky draws for Longton Pen & Keyring, 1000 lucky draws for Longton Notebook, 50 Longton USB, 30 lucky draws for a bottle of Longton Red Wine and 1 lucky draw for a kitchen appliance. Total prize pool value is \$4000.00. Available while stocks last.
- i) Subject to the unclaimed prize draw clause, if for any reason a winner does not redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.
- j) If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- k) Prizes, or any unused portion of a prize, are not transferable or exchangeable and

cannot be taken as cash.

- I) 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 the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- m) Promotional period begins on 7:00pm Friday 08/08/2014 and ends on 9:30pm Friday 08/08/2014.
- n) The lucky winners will be randomly picked by our iPad HTML system on Friday 08/08/2014 night and will be notified via iPad screen or Longton employee within concert venue. The Promoter's decision is final and no correspondence will be entered into.
- o) Entrants must register their full name, phone number and email on Longton registration link: http://longton.com.au/luck/. Failure to produce the proof of registration for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.
- p) 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- q) Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 promotion.
- r) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees, external real estate agents & representatives and other agents) is not responsible for and 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: (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 their 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 Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

- s) The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
- t) The Promoter is Longton Captial Pty Ltd (ABN 21 155 700 495) of Level 27, Darling Park Tower 2, 201 Sussex Street, Sydney, NSW 2000, telephone 02 9283 8600.