

## **“TOMB RAIDER” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 16 years or over who have a valid Facebook account.
3. Employees (and their immediate families) 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, step-brother, step-sister or 1<sup>st</sup> cousin.
4. Promotion commences on 06/02/2018 and final entries close at 11:59pm AEDST on 28/02/2018 (“**Promotional Period**”).
5. To be eligible to enter, individuals must first register their details online at [www.raidthetomb.com.au](http://www.raidthetomb.com.au). To do this, individuals must undertake the following steps during the Promotional Period:
  - Visit [www.raidthetomb.com.au](http://www.raidthetomb.com.au), either using a desktop or mobile capable device (“**Promotional Website**”);
  - Follow the prompts to the competition registration page and register by using their Facebook Log In details when promoted; and
  - Check the box agreeing to these Terms and Conditions.
6. There are two (2) draws for the purposes of this promotion, the major draw (“**Major Draw**”) and the bonus draw (“**Bonus Draw**”).
7. To enter the Major Draw, individuals must play the game and find the undiscovered tomb by cracking the code. To crack the code, an individual must find an ‘around the world’ landmark (“**Landmark**”). There are a total of five (5) Landmarks to be found. During the Promotional Period the Promoter will feature clues as to what the Landmarks will be, online via the Croft Holdings Facebook Page at <https://www.facebook.com/CroftHoldingsAU/> (each a “**Clue**”) as well as physical Clues within Posters and newspapers etc. Once a person has followed the Clues and determined/located a Landmark they must return to the Promotional Website, log in using their Facebook Log In details and enter the Landmark as instructed. Individuals will be awarded one (1) entry into the Major Draw for each Landmark they correctly enter during the Promotional Period.
8. In addition to the above, each time an individual correctly enters a Landmark, a piece of a code will be revealed to them within the Promotional Website. Once an individual has entered all five (5) Landmarks, during the Promotional

Period, the full code will appear, activating a final challenge to 'Unlock The Tomb'. To enter the Bonus Draw, individuals must then enter the code (in the correct order) as instructed. Once an individual has Unlocked The Tomb they will be awarded twenty (20) bonus entries into the Major Draw and one (1) entry into the Bonus Draw.

9. A maximum of twenty five (25) entries are permitted per person in the Major Draw and one (1) entry per person in the Bonus Draw.
10. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
11. Incomplete or indecipherable entries will be deemed invalid.
12. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
13. The Major Draw and the Bonus Draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway Erina NSW 2250 on 02/03/2018 at 2:00pm AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified in writing within two (2) business days of the draw and their names will be announced on the Croft Holdings Facebook Page at <https://www.facebook.com/CroftHoldingsAU/> from 09/03/2018.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn in the Major Draw will win a trip for two (2) adults to Cape Town, South Africa valued at up to AUD\$12,551.57 depending on date and point of departure. Prize includes:
  - Two (2) x return economy airfares from winner's nearest capital city to Cape Town, South Africa;
  - Seven (7) nights twin share accommodation in a minimum 4-star hotel within the City Bowl/Sea Point area;
  - Return private airport to hotel transfers;
  - Buffet breakfast daily;
  - A Table Mountain tour including return hotel to Table Mountain transfers. This tour includes a guided hike up Pylateklip Gorge with a qualified guide, signing and harnessing up, a safety briefing and abseiling;
  - A jet boat experience around Cape Town's coastline;
  - £\$250 (which equates to AUD\$433 as at 15/01/2018) spending money to assist towards additional transfers, food and drinks; and

- Travel and special activity insurance for two (2) adults.

Additional spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken by 2/03/2019 and is subject to booking and flight availability. Prize cannot be taken during Australian school holidays, public holidays. The winner and his/her companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

16. The winner/s and his/her of their companion will each be required to fully complete a travel insurance application form provided by the Promoter, and may also be required to undergo medical tests as required by the Promoter's nominated travel insurer, in order to redeem the travel insurance element of the prize. Any person found guilty of insurance fraud or failure to honestly and accurately disclose all relevant insurance information at the time of applying for a travel insurance policy or when making a claim forfeits any rights or entitlements to the travel insurance element of the prize. Travel insurance will be provided by the Promoter's nominated travel insurer, and subject to approval by the travel insurer. In the event that the Promoter's nominated travel insurer refuses to issue insurance to the winner and/or companion, the winner forfeits that travel insurance element of the prize. Travel insurance is subject to the terms and conditions issued by the Promoter's nominated travel insurer, including but not limited to any limitations on the covered amount.
17. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
18. The first valid entry drawn in the Bonus Draw will win private luxury screening of Tomb Raider the movie for the winner and ten (10) people (11 people in total) valued at up to AUD\$1,200. Prize includes eleven (11) tickets to see a private screening of Tomb Raider in a Gold Class cinema (or equivalent) at the winner's nearest Event Cinema or Village Cinema eleven (11) regular drinks, eleven (11) regular popcorns and eleven (11) choctops. Prize must be taken between 15/03/2018 and 11/04/2018. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. Exact date and cinema location is to be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the exact date and location of the private screening. Prize is subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organizers hereby expressly reserve the right to eject any winner (and/or any companion) for any inappropriate behaviour, including but not

limited to intoxication, whilst participating in any element of the prize. The winner (and any companion) will be responsible for their own transport to and from the event venue and any other costs associated with the taking of the prize.

19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of a prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Total prize pool value is up to AUD\$13,751.57. The prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed prizes, may take place on 01/06/2018 at the same time and place as the original draws, subject to any directions from a regulatory authority. The winners (if any) will be notified in writing within two (2) business days of the draw and their names will be announced on the Croft Holdings Facebook Page at <https://www.facebook.com/CroftHoldingsAU/> from 12/06/2018. In the event the Bonus Draw prize is awarded, the Promoter, in its absolute discretion, may award a screening for a different film.
23. 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.
24. 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.
25. Any cost associated with accessing the Promotional Website or the Bonus Draw Promo Website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.

27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and 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) if an activity that forms part of the Major Draw prize or the luxury screening of Tomb Raider that forms part of the Bonus Draw prize is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize / participation in the prize activities.
28. As a condition of accepting a prize, the winner (and his/her companion/s) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).
30. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
31. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to the members of the Promoter's corporate group (which may include but is not limited to Village Roadshow Limited and its subsidiary companies), 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 PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at: <https://roadshow.com.au/pages/privacy-policy>. The Promoter (and its corporate group to whom entrants PI will be disclosed) will only use and disclose entrant's PI in accordance with their respective privacy policies and, if applicable, collection statements. The Promoter (and its corporate groups) to whom personal information is disclosed may use this information for future promotional and marketing purposes regarding their products and services in accordance with their respective privacy policies and, if applicable, collection statements, including contacting entrants via any contact details provided by the entrant without further reference or compensation to the entrant, for an indefinite period or until the entrant opts out. The Promoter's Privacy Policy contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. With the exception of the major prize winner's details, the Promoter will not disclose entrant's personal information to any entity outside of Australia. For clarity, the Promoter may share the winner's details with prize suppliers in the United Kingdom for the purposes of fulfilling the major prize.

32. The Promoter may also disclose PI to selected partners, if an entrant consents to such disclosure at the time of entry, who may use the information for their own marketing purposes. For details on how PI will be handled by such partners, entrants should view their privacy policy (which will be made available at the time of entry, where applicable).
33. The Promoter is Roadshow Films Pty Ltd (ABN: 28 100 746 870) of 1 Garden Street, South Yarra VIC 3141. Telephone: (03) 9829 0666.

NSW Permit No. LTPS/18/21512. ACT Permit No. TP18/00177. SA Permit No. T18/138