

**His Majesty's Theatre Foundation (HMTF)  
Berlin Philharmonic Orchestra - Auto Classic  
Raffle Promotion**

**TERMS AND CONDITIONS**

By entering the "BMW/HMTF" Promotion you are agreeing to the following terms and conditions:

**1. STANDARD TERMS**

1.1. Information on how to enter forms part of the terms of entry.

**2. WHO CAN ENTER?**

2.1. Subject to clause 2.2, entry is open to all permanent residents of Australia who purchase a ticket during the "Competition Period" by calling BOCS Ticketing & Marketing Services, using the internet facility [www.bocsticketing.com.au](http://www.bocsticketing.com.au), visiting a BOCS ticketing agency providing their full name, address, email address and phone number and pay immediately using a current credit card or other such legal tender. Any internet costs associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet Service Provider used.

2.2. The promotion is open to all residents over the age of 18 years.

2.3. His Majesty's Theatre Foundation (as an entity is not eligible to enter).

2.4. Employees and their families of His Majesty's Theatre, Perth Concert Hall and associated AEG Ogden and Perth Theatre Trust entities, in their personal capacity, are entitled to purchase raffle tickets.

2.5. Ticket buyers can purchase as many raffle tickets as they can pay for.

**3. HOW TO ENTER**

3.1. The competition commences Monday, 10 May 2010 at 9am (Perth time) and concludes on Tuesday, 9 November 2010 at 5pm (Perth time).

**4. TICKET COST**

4.1. The cost of a ticket will be \$100.00 inclusive of GST.

**5. PRIZES**

5.1. There will be one (1) prize.

5.2. The prize is:

1	BMW 520d Motor Vehicle (including stamp duty, luxury car tax, GST and twelve months registration) from Auto Classic	\$96,980.00 (recommended retail price)
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The total prize pool is \$96,980.00 (inc GST).

5.3. Prize value is correct at the date of printing. The promoters accept no responsibility for change in prize value between now and the ultimate date on which the prize is collected by the winner. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.

5.4. Insurance, additional options and all ancillary costs in relation to the BMW Vehicle are the responsibility of the winner.

- 5.5. Prize must be collected from Auto Classic, Western Australia. Any expenses incurred collecting the prize to be payable by the winner prior to accepting the prize (freights cost, if the car is to be shipped from the dealership in Perth to the winner).
- 5.6. In participating in the prizes, the winner agrees to participate and co-operate as required in all editorial activities relating to the competition, including but not limited to being interviewed and photographed. The winner (and their companions) agrees to grant the promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner (and their companions) will not be entitled to any fee for such use.
- 5.7. The prize cannot be transferred nor redeemed for cash nor taken in parts. The winner should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 5.8. The winner must comply with all prize suppliers' requirements.
- 5.9. 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 any entry that is not in accordance with these terms and conditions or who tampers with the entry process. If an entry is incomplete, all decisions regarding the draw, are at the discretion of the promoter. Failure by the promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Proof of ID, if requested, must be one of the following; valid Australian Drivers Licence, valid Passport or other legal photo ID.
- 5.10. Gaming and Wagering Commission of Western Australia has the right to access the entry details, including names and contact details of all entrants to verify validity of the winner.
- 5.11. Full details of the prize can be obtained by telephoning the promoter's office on 08 9265 0900.

## **6. HOW TO WIN**

- 6.1. Each person who has made a purchase of a raffle ticket will be entered into the draw. The draw will take place at BOCS Ticketing Head Office, Monday, 22 November 2010 at 10am (Perth time), with results to be published in the Public Notices section of the West Australian Newspaper on Wednesday, 24<sup>th</sup> November.
- 6.2. The first ticket will be drawn at random to become the winner of the BMW 520d motor vehicle. In the event that any prize winner forfeits the prize or the prize remains unclaimed for a period of 30 days, the promoter will conduct a redraw. In the event that this redrawn prize winner is not eligible, the promoter will conduct a redraw until the prize is awarded.
- 6.3. Every attempt will be made to contact the winner by phone and/or email within two days of the draw and announced in West Australian Newspaper, BOCS Ticketing website, Perth Concert Hall website and His Majesty's Theatre website on the day following advice to the winner.
- 6.4. The promoters' decision is final and the promoters will not enter into correspondence regarding the result.

## **7. NO LIABILITY**

- 7.1. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the promoters' ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to computer virus', technical failure, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, or any event which tampers with the BOCS Ticketing System, the promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.
- 7.2. The promoter and its associated agencies and entities will take no responsibility for prizes damaged or lost in transit.
- 7.3. The promoter and its associated agencies and entities will not be liable for any misadventure, accident, injury, loss or claim that may occur:
  - during the draw
  - in participating in the Competition or a prize
  - in transporting, installing or using any prize

## **8. PROMOTERS' DETAILS**

- 8.1. The promoter is His Majesty's Theatre Foundation and their associated agencies and entities.
- 8.2. The benefiting party is His Majesty's Theatre Foundation (ABN 73 260 603 839) of 825 Hay Street, Perth, Western Australia 6000.
- 8.3. Entry details remain the property of the promoters and maybe entered onto their database. Competition entrants have the right to request their name/s not be included for use on the promoter's database.
- 8.4. Gaming and Wagering Commission of Western Australia has the right to access the entry details, including names and contact details of all entrants to verify validity of the winner.