



QMS MEDIA PROMOTION TERMS AND CONDITIONS

REFERENCE SCHEDULE TO TERMS AND CONDITIONS OF ENTRY		
No.	Item	Particulars
1	Promotion	<p>Magenta Ticket Promotion</p> <p>This is a game of chance. Skill plays no part in determining the winner.</p>
2.	Promotor	<p>The promoter is QMS Media Pty Limited ACN 603 037 341 (QMS) whose registered office is Level 6, 11 Eastern Road, South Melbourne Victoria 3205</p>
3	Promotion Period	<p>Start: 6:00AM AEDT Tuesday, 18 February 2025 End: 11:59PM AEST Wednesday, 7 May 2025</p> <p>No entries will be accepted outside this time.</p>
4	Eligible Entrant	<p>Subject to paragraph 5 of the Term and Conditions, entry to the Promotion is open to existing QMS clients.</p> <p>All entrants must be 18 years or older and must reside in Victoria, New South Wales, Queensland, Western Australia, South Australia, Tasmania or Northern Territory at the commencement of the Promotion Period.</p> <p>The Promotion is not open to residents of the Australian Capital Territory.</p>
5	Entry	<p>To enter this Promotion an entrant must complete all four (4) of the following actions:</p> <ol style="list-style-type: none"> 1. complete all required fields in the RSVP form for the Promoter's 'Sites in the Spotlight Tour' that the entrant is attending; 2. attend the Promotor's 'Sites in the Spotlight Tour'; 3. during the Promotion Period, start to follow the Promotor's Instagram page 'qms_media' and post one or more photos to the entrant's personal Instagram stories or grid that was taken whilst on the 'Sites in the Spotlight Tour' and tag the Promotor's Instagram page in their post; 4. from the date of their post until no earlier than 4PM AEST on the unclaimed Prize redraw date set their personal Instagram privacy settings to public in order for the posts to be visible to the Promotor (Entry). <p>Only entries on public Instagram accounts will be considered valid. An entrant may only submit one (1) Entry during the Promotional Period. Multiple photo posts with QMS Media tagged by an entrant will be treated as part of one Entry. Entries may be submitted at any time during the Promotional Period. Entries must be submitted before 11.59PM AEST on the final day of the Promotion Period to be eligible to win. By entering the Promotion, entrants agree to receive future marketing communications from the Promoter.</p> <p>For the Promotor's full terms and conditions please visit: https://www.qmsmedia.com/terms-and-conditions/</p>



6	Prize	<p>The prize includes:</p> <ul style="list-style-type: none"> - return economy flights with provider of the Promotor's choice for two people to Sydney from the capital city closest to the winner's primary residence. If the winner resides in Sydney, flights will not form part of the Prize. - arrival and departure transfers from Sydney airport to the accommodation - one night's accommodation staying in a Sunset Suite of The Eve Hotel in Sydney - breakfast for two people at The Eve Hotel Sydney - \$500 food and beverage voucher at Olympus Dining <p>(total estimated maximum value for this Promotion is \$4,000 including GST).</p> <p>The winner of the Prize will be notified in the manner outlined in Item 8 below. In order to claim their Prize, the winner must acknowledge and accept their Prize by replying to the Promotor's prize winner notification email with the requested details within three (3) business days of the Prize Draw date.</p> <p>The Prize will be delivered to the winner by the Promotor, at the Promotors cost, in the appropriate manner for the Prize as determined by the Promotor being via email, post or delivered to their home or place of work at a suitable time to be arranged between the parties. The Prize will be delivered in Australia only. The prize must be claimed by no later than 5:00PM AEST Tuesday, 13 May 2025.</p> <p>If the Prize is not claimed by the winner by 5:00PM AEST Tuesday, 13 May 2025, the Prize is forfeited. The Prize is not exchangeable or redeemable for cash.</p>
7	Prize Draw date, time and location	<p>The Prize draw will take place at 3.00PM AEST on Thursday, 8 May 2025 at the Promotor's office. At the Prize draw the Promotor will select a winner at random from the pool of entrants to the Promotion.</p> <p>In the event an Invalid Entry is drawn, the next valid Entry drawn at random from the pool of entrants to the Promotion will be awarded the Prize.</p>
8	Prize winner notification method and public announcement	<p>The Promotor will notify the winner in writing via email (as provided in their Entry) by 12.00PM AEST on Friday, 9 May 2025.</p> <p>The name and suburb/town of the winner of the Prize will also be published by the Promotor on the Promotor's website: https://info.qmsmedia.com/magenta-ticket-promotion within three (3) business days of the Prize Draw.</p>
9	Invalid Entry	<p>Entry into the Promotion will be invalid if:</p> <ol style="list-style-type: none"> 1. the entrant is identified as not an Eligible Entrant 2. the entrant does not submit all required fields in the RSVP form for the Promoter's 'Sites in the Spotlight Tour' that the entrant is attending; 3. the entrant does not follow the Promotor's Instagram Page during the Promotion Period 4. the entrant does not post a photo to the entrant's personal Instagram stories or grid that was taken whilst on the Sites in the Spotlight Tour that they attended and/or does not tag 'QMS Media' in their post during the Promotional Period 5. the entrant's Instagram page privacy settings are set to private 6. the Entry is not completed in accordance with the Promotor's Terms and Conditions 7. the Entry is found to breach the Terms and Conditions



10	Unclaimed Prize Redraw	<p>The unclaimed Prize redraw, if any, will take place at 3.00PM AEST at the Promotor's office on Thursday, 15 May 2025 for any unclaimed Prize. The Promotor will discard the original winner's Entry and select the redraw winner, if any, at random from the remaining pool from the pool of entrants to the Promotion.</p> <p>In the event an Invalid Entry is drawn, the next valid Entry drawn at random from the remaining pool of entrants to the Promotion will be awarded the Prize.</p>
11	Notification of Unclaimed Prize Redraw winners	<p>The unclaimed prize winner, if any, will be notified in writing via email (as provided in their Entry) by 12.00PM AEST on the day following the unclaimed Prize redraw.</p> <p>The name and suburb/town of any re-draw winner will be published by the Promotor on the Promotor's website: https://info.qmsmedia.com/magenta-ticket-promotion</p> <p>The redraw winner, if any, must acknowledge and accept their Prize by replying to the Promotor's prize winner notification email with the requested details within three (3) business days of the Prize redraw date.</p> <p>If the Prize is not claimed by the redraw winner by 5:00PM AEST Tuesday, 20 May 2025, the Prize is forfeited. The Prize is not exchangeable or redeemable for cash.</p>
12	Permit number	Not Applicable

Terms and Conditions of Entry

1. Information on how to enter, the draw and prize details including those contained in the Reference Schedule to Terms and Conditions of Entry (**Reference Schedule**) form part of these terms and conditions of entry (**Terms and Conditions**). Entry into the Promotion is deemed as acceptance of these Terms and Conditions. Any entry not complying with these Terms and Conditions and Reference Schedule is invalid.
2. To the extent of any inconsistency between the Reference Schedule and these Terms and Conditions, the Reference Schedule prevails.
3. The "**Promoter**" of the Promotion is QMS Media Pty Limited ACN 603 037 341 (**QMS**) of Level 6, 11 Eastern Road, South Melbourne Victoria 3205.

Who can enter

4. Entry to the Promotion is only open to Eligible Entrants described in Item 4 of the Reference Schedule.
5. The directors, management and employees (and their immediate families) of the Promoter and its related entities, printers, suppliers, providers and agencies who are directly associated with the conduct of this Promotion, are ineligible to enter the Promotion.
6. No purchase or payment is necessary to enter the Promotion or to win the Prize set out in Item 6 of the Reference Schedule.
7. The Promoter reserves the right to request entrants provide proof of age, drivers licence, identity and residency prior to redeeming the Prize. The Promoter may determine, at its discretion, what form of identification is suitable for verification.



How to enter

8. Entry to the Promotion is open for the Promotion Period set out in Item 2 of the Reference Schedule.
9. To enter the Promotion, entrants must follow the steps of Entry in Item 5 of the Reference Schedule. Failure to do so will result in an Invalid Entry. The Promoter will not advise an entrant if their entry is deemed invalid.
10. The Promoter accepts no responsibility for late, lost, delayed, incomplete, illegible, or misdirected entries by the entrant.
11. Each entrant may enter only one (1) Entry in the Promotion during the Promotion Period. Multiple photo posts with QMS Media tagged by an entrant will be treated as part of one Entry.
12. Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person or organisation.
13. Any costs associated with accessing the internet to participate in this Promotion are the entrant's responsibility and are dependent on the entrant's internet service provider.
14. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the registration process or who submits an entry that is not in accordance with these Terms and Conditions.

Selection of winners

15. The Promoter will generate a list of all Entries.
16. The winner will be drawn at random from the Entries on the date and time set out in Items 6 and 7 of the Reference Schedule at the Promoter's premises.
17. The winner of the Prize need not be present at the Prize Draw.
18. Skill plays no part in determining any winner of this Promotion. The winner of the Promotion will be drawn electronically and one (1) appointed representative of the Promoter will assess the Entry in accordance with the criteria described in Item 9 of the Reference Schedule.
19. The winner will be notified via the prize winner notification method set out in Item 8 of the Reference Schedule.
20. The winner must acknowledge acceptance of their Prize by replying to the Promoter's prize winner notification email with the details requested. This must be received by the Promoter no later than three (3) business days after the Prize Draw date.
21. If for any reason a winner does not acknowledge and accept their Prize within three (3) business days after the Prize Draw date this will be announced by the Promoter on the Promoter's website: <https://info.qmsmedia.com/magenta-ticket-promotion> and the Prize will be forfeited. The Promoter may, at the discretion of the Promoter, select another winner for the forfeited Prize on the date and at the place and time set out in Item 10 of the Reference Schedule. The alternative winner, if any, will be notified in accordance with Item 11 of the Reference Schedule.
22. The Promoter will have no liability for a winner's failure to receive notices due to winner's spam, junk email or other security settings or for a winner's provision of



incorrect or otherwise non-functioning contact information.

23. The Promoter's decision in relation to any aspect of the Promotion and, in particular, the selection of the winner, is final and binding on each person who enters. No challenge to the decisions of the Promoter will be accepted or acted upon in any way.

The Prize

24. The Prize for the Promotion is set out in Item 6 of the Reference Schedule.
25. The total estimated maximum value for this Promotion is \$4,000 including GST. The estimated value of the Prize is accurate at the date of commencement of the Promotion Period. The Promoter accepts no responsibility for any variation in Prize value.
26. The Prize must be taken as offered and cannot be varied. The Prize, or any part of the Prize, is not transferable or exchangeable and cannot be taken as cash.
27. Any and all ancillary costs associated with the winner redeeming any of part of the Prize, including but not limited to insurance, additional beverages, additional meals, are not included in the Prize and are the sole responsibility of the winner.
28. To redeem the Prize the winner must contact marketing@qmsmedia.com. Flights and accommodation will be booked by QMS on behalf of the winner. The flights and accommodation reservations are subject to availability and blackout periods may apply. The Prize is valid for 12 months from the draw date. The Prize must be redeemed in one transaction and subject to third-party provider's standard terms and conditions. The Prize is based on two (2) people sharing a twin/double room in accommodation.
29. The airfare portion of the Prize will not apply where the winner resides in Sydney. The winner will not be compensated if there is any reduction in the value of the Prize.
30. The airfare portion of the Prize may, at the Promotor's sole discretion, be forfeited and replaced with an alternative mode of transport based on where the winner is located and how best they can travel to Sydney. The Promoter will organise this with the winner once they are contacted and notified of their prize. The winner will not be compensated if there is any reduction in the value of the Prize.
31. Once the flights and accommodation reservations are confirmed in writing, dates and names of those travelling are not changeable without incurring extra fees. The Promoter does not accept responsibility for any fees incurred as a result of any changes made and these costs will be borne by the winner and their companion.
32. The winner, or their travelling companion, may be required to provide a credit card in order to check-in at the accommodation for a security deposit, and to cover any incidental charges.
33. Air tickets are economy class and available on the regular scheduled services of each airline and are subject to seasonal embargos. The Promoter has the right to determine the airline carrier at its discretion. Flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the winner.
34. It is a condition of accepting the prize that the winner and travelling companion/s must comply with all the conditions of use of the Prize and the Prize supplier's



requirements.

35. Any specified accommodation and restaurants are subject to availability at the time of booking. Alternatives may be offered dependent on availability. If any part of the Prize is unavailable, the Promoter in its discretion, reserves the right to substitute the Prize with a prize to the equal or greater value.
36. Any part of the Prize awarded may not be exactly as illustrated in displays or marketing for the Promotion.
37. If the Prize (or part of any Prize) is unavailable, the Promoter, in its sole discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or similar specification (which, for the purposes of these Terms and Conditions, is also a Prize), subject to any legislative restrictions or directions from a relevant regulatory authority.
38. The Prize will be delivered to the winner by the Promotor, at the Promotors cost, in the appropriate manner for the Prize as determined by the Promotor. The Prize will be delivered in Australia only. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.
39. All gift vouchers are subject to the issuer's terms and conditions of use and are valid until the voucher expiry date stated on the voucher itself. The Promotor is not responsible for making the terms and conditions of use available to the winner. The gift voucher cannot be replaced if lost, stolen or defaced.
40. Once the Prize has left the Promotor's premises, the Promotor takes no responsibility for the Prize being damaged, delayed or lost in transit.
41. In the event for any reason a winner does not take their Prize by the date specified by the Promotor in Item 6 of the Reference Schedule, then the winner will forfeit the Prize and cash will not be supplied in lieu of the Prize.

Exclusion of liability

42. To the extent permitted by law, the Promoter (including each of its officers, employees and agents) will not be liable for any loss, damage or personal injury (including liability in negligence) or any loss of opportunity whether direct, indirect, special or consequential arising in any way out of the entrant's participation in the Promotion or in connection with the Prize. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize.
43. Except for any liability which cannot be excluded by law, the Promoter:
 - 43.1. is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof in connection with this Promotion;
 - 43.2. 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
 - 43.3. 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.



Intellectual Property

44. Each Entry must include an original image or images taken by the entrant at the Promoter's 'Sites in the Spotlight Tour' that the entrant attended and an entrant must be able to prove that the photo was taken by them if requested.
45. Without limiting any of the provisions of these terms and conditions, the Promoter requires that any Entry fully complies with these terms and conditions and must not include or make reference to the intellectual property rights of any person, including, without limitation, any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, or mark that identifies a brand or other third party materials.
46. Each entrant will be responsible for complying with the terms of use of Instagram. Any Entry that contains content that the Promoter, in its sole discretion, considers to be offensive, inappropriate, or encourages or to infringe any intellectual property rights or other rights of any person, corporation or entity, or is otherwise contrary to the law will not be accepted as eligible entries into the Promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion. The Promoter may remove any content without any notice to the entrant for any reason whatsoever.
47. By uploading, commenting or otherwise making available any content in connection with the Promotion, the entrant grants to the Promoter a non-exclusive, worldwide, royalty free, perpetual licence to use, publish, reproduce and otherwise exploit that content in any form for any purpose including on the Promoters' website, social media or other online communication. Each entrant acknowledges that any intellectual property rights created by them in taking part in this Promotion vests in the Promoter upon creation. To the extent any ownership does not vest in the Promoter they assign all intellectual property rights (if any) as a result of this Promotion. Each entrant unconditionally, perpetually and irrevocably waives any moral rights (as defined in the *Copyright Act 1968* (Cth) that they have in any content or other intellectual property created as a result of this Promotion.
48. "*Intellectual property rights*" means all present and future intellectual and industrial property rights throughout the world, including (but not limited to) all rights in respect of copyright in all literary works, artistic works, any other works or subject matter in which copyright subsists and may in the future subsist.

Privacy and publicity

49. The names and suburb/town of the winner will be published by the Promoter on the Promoter's webpage.
50. By entering the Promotion, the entrant consents to any personal information requested as part of the Promotion being entered into the Promoter's database and the Promoter may use some of the entrant's personal information for future promotional, marketing and publicity purposes in various forms. Personal information will not otherwise be disclosed unless permitted or required by law. If the information is not collected, your entry into the Promotion may be invalid. If the entrant no longer consents to their details used for future marketing purposes, the entrant should contact the Promoter via the details set out below. Any request to update, modify or delete the entrant's details should also be directed to the Promoter.
51. By participating in this Promotion, each entrant understands and agrees that the Promoter and its related entities may use and disclose the information provided by them in relation to this Promotion for the purpose of conducting this Promotion including providing any personal information of the winner to third parties (including prize suppliers) for the purpose of administering the Promotion and for any of the



purposes set out in the Promoter's privacy policy, which is available at <https://www.qmsmedia.com/privacy-policy/>. Entry is conditional on providing this personal information.

52. An entrant can request to access, update or correct any personal information held about them by the Promoter by contacting the Promoter at <https://www.qmsmedia.com/contact/> or writing to the QMS Media Company Secretary, Level 6, 11 Eastern Road, South Melbourne Victoria 3205.
53. It is a condition of acceptance of the Prize that the winner consents to the Promoter and its related bodies corporate and their agents using the winner's name, image, likeness and/or voice in promotional and other material. Without limitation, the winner consents to being filmed, photographed or otherwise recorded while collecting the Prize, and they consent to the Promoter (or that of a third party involved with the Promotion) copying, broadcasting or communicating to the public any such film or image anywhere in the world for an unlimited period, or allowing any third person to do so, including repeating any such broadcast, film or other recording, without compensation, for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

Termination

54. In the case of the intervention of any outside act or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms and Conditions and the Reference Schedule, including but not limited to computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures, an event of war, terrorism, state of emergency, epidemic, pandemic, government (state or federal) orders, venue unavailability or natural disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to State regulation.
55. If for any reason this Promotion is not capable of running as planned, but not limited to, the current and ongoing impact of the COVID-19 Coronavirus pandemic, infection by computer virus, website unavailability, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion (subject to State regulation) to cancel, terminate, modify or suspend the Promotion.

Disputes

56. In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter can't be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.

Consumer law

57. 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 2010* (Cth), as well as any other implied warranties under any similar consumer protection laws in the State and Territories of Australia.

Instagram

58. The Promotion is in no way sponsored, endorsed or administered by, or associated



with Instagram.

59. Each entrant agrees to release Instagram from all liability in connection with, or in relation to, the Promotion.