

TRADE PROMOTION

ABBREVIATED TERMS & CONDITIONS OF ENTRY

The Promotion Period is from 8am to 5:30pm on 11 and 12 July 2023 or until all Prizes have been claimed. Entry is open to Australian Residents aged 18yr+. To enter, an entrant must give the name of a *Shadow Spirit* artist to a Metro Trains Melbourne staff member at InfoCentral, Flinders Street Station, during the Promotion Period. One entry per person. Each prize is valued at \$72 (incl. GST). The winners will be the entrants who submit the first 50 correct entries to Metro Trains Melbourne staff during the Promotion Period. The winners will be notified in person at InfoCentral after submitting a correct entry. The Promoter's decision is final and no correspondence will be entered into. The Promoter is Metro Trains Melbourne.

TRADE PROMOTION

TERMS & CONDITIONS OF ENTRY

Schedule to Terms & Conditions

Eligible Entrants	Australian residents aged 18+.
Entry Limit	One entry per person.
Promotion Period	Between the hours of 8am and 5:30pm on each of 11 July 2023 and 12 July 2023, unless all Prizes have been claimed prior to 5:30pm on 12 July 2023, in which case the Promotion Period expires when all Prizes have been claimed.
Prize	One of 50 vouchers for a double pass to RISING: <i>Shadow Spirit</i> . Each Prize voucher will include a code and web link allowing winners to claim their tickets online.
Total Prize Value	\$72 incl. GST
Approved Notification Method	Verbal notification by Metro Trains Melbourne staff at InfoCentral, Flinders Street Station
Prize Delivery Method	A Prize will be issued to each of the first 50 Eligible Entrants who submits a correct entry to Metro Trains Melbourne staff at InfoCentral.
Prize Delivery Date	Date on which the correct and valid entry is received.
Promoter	Metro Trains Melbourne (ABN 43 136 429 948)
Promoter contact details	Penny Giudice, Marketing Manager, Metro Trains Melbourne. Ph: 0403177541; email: penny.giudice@metrotrains.com.au

Terms & Conditions

1. Information on how to enter and Prizes forms part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid. For the avoidance of doubt the Schedule to these Terms & Conditions forms part of these conditions. Capitalised terms used in these Terms & Conditions have the meaning given in the Schedule.
2. Entry is open to Eligible Entrants. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion.
3. To enter the promotion, Eligible Entrants must give the name of a *Shadow Spirit* artist to a Metro Trains Melbourne staff member at InfoCentral, Flinders Street Station, during the Promotion Period.
4. The Entry Limit applies to entries.

5. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, ineligible or incomprehensible entries will be deemed invalid. Entries must be submitted in the manner required and received by the Promoter during the Promotion Period. Entries received will be considered final by the Promoter. Late entries will not be accepted.
6. The Promotion Period ends at the earlier of 5:30pm on 12 July 2023 and such time as all Prizes have been claimed. The Promoter's decision is final and no correspondence will be entered into.
7. The Prize must be taken as offered and cannot be varied. Prizes are not transferable or exchangeable and cannot be taken as cash. Any change in the value of a Prize between the publishing date and the date the Prize is claimed is not the responsibility of the Promoter. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. All warranty claims in respect of the Prizes must be directed towards the applicable manufacturer or supplier and not the Promoter.
8. Winners will be notified by the Approved Notification Method.
9. Prizes will be delivered to winners by the Prize Delivery Method by the Prize Delivery Date. The Promoter and its agents associated with this promotion take no responsibility for a Prize (or part of a Prize) damaged or lost in transit (if relevant).
10. The Promoter encourages the responsible use of the Prize(s), in accordance with applicable State legislation.
11. If for any reason a Prize, or any part of a Prize becomes unavailable for any reason beyond the Promoter's reasonable control, the Promoter reserves the right to substitute the Prize (or part thereof) for an alternative prize to the same value of the original Prize value, subject to any written directions made under applicable State or Territory legislation.
12. Entrants must only enter in their own name. The Promoter reserves the right to request an entrant to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residency, eligibility to enter and claim a Prize and any information submitted by the entrant in entering the promotion before issuing a Prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant's eligibility has not been verified or validated to the Promoter's satisfaction within the time requested, that entrant's entry will be invalid. Proof of identification, residency and entry considered suitable for verification is at the sole discretion of the Promoter. The Prize(s) will only be awarded following any validation and verification that the Promoter requires in its sole discretion. In the event that an entrant cannot provide suitable proof, the relevant Prize will be forfeited and no substitute will be offered.
13. Any unclaimed prizes at the expiry of the Promotion Period may be retained or distributed by the Promoter in its absolute discretion.
14. Where applicable, the Promoter reserves the right to request that the Prize winner or any of their companions obtain certification from a medical professional that they are in the mental or physical condition necessary to be able to safely participate in the Prize. If the Prize winner or any of their companions is unable to provide such certification, the Promoter reserves the right to refuse to allow the Prize winner or any of their companions to take part in any or all aspects of the Prize.
15. No compensation will be payable if a winner or their companions (if applicable) are unable to use any element of the Prize as stated for whatever reason, including event cancellation, refusal of entry or ejection from the event location or participation in certain activities for health, age, behaviour or safety reasons. Any part of a Prize that is not taken for any reason is forfeited.
16. Liability: Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the

following: (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.

17. 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 because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, 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.
18. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
19. Entry and continued participation in this promotion is subject to the licensee's liquor serving policy (if applicable).
20. Right to verify: The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these terms and conditions of entry, or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
21. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
22. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
23. Dispute: If any dispute arises about the conduct of the promotion or the claiming of a Prize, the claimant may give written notice to the Promoter giving details of the nature of the dispute and the circumstances giving rise to the dispute. The Promoter will attempt in good faith to reach a settlement as soon as possible. Should agreement not be reached and if the parties agree, they will refer the dispute for mediation.
24. Caution: any attempt to deliberately undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
25. Consent: As a condition of entering this promotion, entrants consent to the Promoter using the entrant's likeness or image in the event they are a winner of a Prize (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any

outcome), and promoting any products or services manufactured, distributed and/or supplied by the Promoter.

26. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
27. Your Personal Information may be collected by the Promoter as contemplated by these terms and conditions including for the purposes of determining the eligibility of entrants and to award prizes. If you fail to provide the Personal Information that is being requested you may not be able to enter this trade promotion, receive a prize, deal with your complaint or receive marketing information (as applicable). The Promoter may also share your Personal Information with other companies or individuals who assist us in providing products or services or who perform functions on its behalf (such as direct marketing companies, mailing houses, consultants and service providers). If the Promoter is to disclose information to an overseas recipient it is likely to be to one of the countries identified in its Privacy Policy. The Privacy Policy explains how you may seek correction to Personal Information the Promoter holds and how to make a complaint and is available at <https://www.metrotrains.com.au/privacy/>.
28. This promotion is in no way sponsored, endorsed or administered by, or associated with, Meta Inc or its subsidiaries or platforms including Facebook and Instagram (the 'Meta Parties'). Entrants understand that they are providing information to the Promoter and not to the Meta Parties. The information provided will only be used for the purposes outlined in these terms and conditions. Any questions, comments or complaints from entrants should be directed to the Promoter and not to the Meta Parties. By entering into this promotion, each entrant agrees to release and indemnify and keep indemnified the Meta Parties from and against all liability and forever forego and abandon all rights and causes of action against the Meta Parties arising as a result of the Promoter conducting this promotion.
29. Tickets are subject to the RISING: Terms and Conditions of Sale (available at <https://rising.melbourne/ticketing-terms>) as if those terms formed part of these Terms and Conditions.