

# IF x Archie Brothers Cirque Electriq Fun Bundle competition: terms and conditions

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## 1. Overview

- (a) The promoter of this IF x Archie Brothers Cirque Electriq Fun Bundle competition (**Competition**) is Funlab Holdings Pty Ltd (ABN 44 606 795 733) of 90-94 Nicholson Street, Abbotsford, Victoria, 3067 (**we, us, our** or **Promoter**).
  - (b) By entering this Competition, all entrants (**you** or **your**) agree to be bound by these terms and conditions (**Terms**) and our [privacy policy](#). Any breach of these Terms or our privacy policy may result in disqualification from the Competition.
  - (c) Information on how to enter and the prizes form part of these Terms. To the extent of any inconsistency between these Terms and any other reference to this Competition, these Terms prevail.
  - (d) The Competition:
    - (i) begins at 9am AEST on 29 April 2024; and
    - (ii) ends at 11:59pm AEST on 26 May 2024(**Promotion Period**).
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## 2. Eligibility

- (a) The Competition is open to residents of New South Wales, Victoria, South Australia, Queensland and Western Australia aged 18 or over at the time of entry.
  - (b) Employees and contractors of the Promoter (and their Immediate Families), our Related Bodies Corporate and the agencies associated with this Competition are ineligible to enter.
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## 3. How to enter

- (a) **This Competition is a game of chance. Skill plays no part.**
  - (b) To be eligible to enter the Competition, you must purchase an 'Archie Brothers Fun Bundle' from <https://www.archiebrothers.com.au/> during the Promotion Period (**Qualifying Purchase**).
  - (c) To enter the Competition, you must then, during the Promotion Period:
    - (i) follow the prompts to the Competition entry page;
    - (ii) input the requested details including name, phone number, email address, address, date of Qualifying Purchase and Qualifying Purchase order number; and then
    - (iii) submit the fully completed entry form.
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- (d) You may submit multiple entries, provided:
    - (i) only 1 entry is permitted per Qualifying Purchase; and
    - (ii) you are only entitled to win 1 prize (excluding South Australian residents).
  - (e) You must retain the original Qualifying Purchase receipt/s. Failure to produce the proof of purchase 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.
  - (f) We will not accept entries submitted after the end of the Promotion Period.
  - (g) The time of each entry will be the time and date of receipt displayed by our internal servers.
  - (h) We may, at any time:
    - (i) verify the validity of entries and entrants (including your identity, age and place of residence); and
    - (ii) disqualify any entrant whose entry is not in accordance with these Terms or who otherwise tampers or interferes with the entry process.
  - (i) Incomplete, indecipherable or illegible entries will be invalid at our discretion.
  - (j) We are not responsible for incorrect, incomplete, lost, late or misdirected entries.
  - (k) If there is a dispute as to your identity or details, we reserve the right, acting reasonably, to determine your identity or details and our determination is final.
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## **4. Draw**

- (a) The winners will be randomly drawn.
  - (b) We will conduct the draw at:
    - (i) 90-94 Nicholson Street, Abbotsfords, Victoria, 3067; and
    - (ii) 12pm AEST on 30 May 2024.
  - (c) We may draw additional valid reserve entries and record them in case:
    - (i) an invalid entry or ineligible entrant is drawn; and
    - (ii) we elect to draw on the reserve entries.
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## **5. Outcome**

### **5.1 Notifying prize recipients**

The winners will be notified on 31 May 2024 by email to the email address submitted on their entry.

## 5.2 Announcing prize recipients

The first initial, surname and, if required by relevant laws, postcode, of the winner and runner-up will be announced on the Promoter's website at <https://www.archiebrothers.com.au/competition/if-movie> on 17 June 2024.

## 5.3 General

- (a) Entries may be published on our websites and social media pages, and in any other promotional material that we consider relevant. By entering the Competition, you consent to us publishing your details.
  - (b) It is your responsibility to notify us in writing if your contact details change.
  - (c) Our draw is final.
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## 6. Prizes

- (a) There will be 1 major prize and 100 minor prizes to be won.
- (b) The total prize pool value for this Competition is up to AUD\$29,832.

### 6.2 Major Prize

- (a) The first valid entry drawn will receive the major prize package for 2 adults and 2 children (**Major Prize**), which is valued at up to AUD\$20,150 depending on the date and point of departure and comprises:
  - (i) 4 x return economy-class airfares from the Australian capital city nearest to the winner's address (as we determine in our sole discretion) to Los Angeles, California;
  - (ii) 5 nights' shared accommodation at a 4-star hotel we determine in our discretion;
  - (iii) AUD\$1,000 spending money (awarded in the form of EFT to the winner's nominated bank account);
  - (iv) 1 x Illusion Magic Lounge gift card valued at AUD\$500;
  - (v) 1 x Paramount Studios tour for the winner and their guests valued at AUD\$440; and
  - (vi) 1 x sightseeing tour for the winner and their guests valued at AUD\$720.
- (b) The Major Prize must be taken within 12 months from the winner being notified that they are the winner of the Major Prize and is subject to booking and flight availability. All components of the Major Prize must be taken together and cannot be taken across different time periods. The Major Prize cannot be taken during Australian or USA public holidays, between 10 to 30 April 2024 or 12 December 2024 to 30 January 2025.
- (c) The winner must confirm travel dates within 45 days of being notified that they are the Major Prize winner.
- (d) The winner and their nominated guests are responsible for ensuring that they have valid passports, travel insurance and any requisite visas, vaccinations and travel documentation. The winner is responsible for ensuring that they and their nominated

guests are fit to travel and have received appropriate immunisations and health checks prior to travelling.

- (e) The winner and their nominated guests must provide certificate of travel insurance once flight bookings are confirmed and issued.
- (f) Frequent flyer points are not available from any airline.
- (g) Itinerary to be determined by the Promoter in its absolute discretion.
- (h) Accommodation and ticket booking confirmations are non-changeable and non-redeemable once they are issued. Any costs associated with alterations to booking confirmations will be the responsibility of the winner. Any alterations made by the winner to the Major Prize (including extending travel dates and additional guests) will be subject to an administration fee of \$250 excluding GST, which must be settled in full prior to the booking confirmation.
- (i) A credit card imprint or cash deposit may be required from the winner, such as at the time of check-in to the accommodation, for any charges outside of the accommodation or for any other incidental charges, which are payable by the winner.
- (j) We may procure bookings for flights, however, we will not operate as a travel agent under any circumstances.
- (k) Flight tickets are only valid for the time or period specified on the tickets or by the provider and are subject to any terms and conditions imposed by the airline or other provider.
- (l) Once awarded, we are not liable for any flight ticket or booking confirmation included in the Major Prize, including where it has been lost, stolen, forged, damaged or tampered with in any way.
- (m) By entering this Competition and claiming the Major Prize, the winner acknowledges and accepts that driving, travelling and any other activities comprising or associated with the Major Prize may be inherently dangerous or have other inherent risks and may result in death, injury, incapacity, damage to property or other losses. We are not responsible for any events beyond our reasonable control, such as adverse weather conditions or industrial action or civil commotion, such as those that may occur while the winner is travelling. It is the winner's responsibility to enquire about local issues and conditions at any relevant destinations prior to travel. We do not guarantee that the winner will enjoy the Major Prize or be suited to the type of travel offered in the Major Prize.
- (n) The winner of the Major Prize and their nominated guests are each responsible for all expenses, including spending money, meals, drinks, transfers, in-room charges, laundry charges, activities, incidentals, taxes (excluding departure and any other flight-associated taxes included in the Major Prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance, items of a personal nature and any other ancillary costs.
- (o) The winner and their nominated guests must:
  - (i) travel at the same time;
  - (ii) depart from the same capital city on the same flight; and
  - (iii) arrange for their own transport, including from their residences or accommodation to and from the relevant airport.

### 6.3 Minor Prizes

- (a) The next 100 valid entries drawn will each receive a minor prize pack valued at AUD\$96.82, which consists of:
  - (i) 10 x 'IF' puffy stickers valued at AUD\$3.94;
  - (ii) 1 x drawing tablets with furry purple holder valued at AUD\$16.10;
  - (iii) 1 x DIY friendship bracelet kids valued at AUD\$16.78; and
  - (iv) 1 x In Season Family Pass (for 2 adults and 2 children) to see 'IF' valued at AUD\$60 (**Family Pass**),  
**(Minor Prize)**.
- (b) To redeem the Family Pass, you must present the Family Pass at a participating cinema to receive 4 tickets to a session of the 'IF' movie. Please see Family Pass for details on participating cinemas.. Tickets are subject to availability, we recommend that you check participating cinemas for details and availability.
- (c) The Family Pass:
  - (i) is valid at participating cinemas only;
  - (ii) must be surrendered upon redemption;
  - (iii) cannot be redeemed on ticket discount days, Saturdays after 5pm or public holidays;
  - (iv) is not valid for resale and cannot be used in conjunction with any other offer;
  - (v) is not transferable, exchangeable or redeemable for cash;
  - (vi) is not valid for mobile or online ticketing;
  - (vii) is valid with 'no free ticket' restrictions;
  - (viii) is not valid at premium, large format screens, 3D sessions or special events;
  - (ix) valid for 1 transaction per customer per session;
  - (x) is subject to seat availability;
  - (xi) is valid even with NO FREE TICKET restrictions;
  - (xii) is valid from the Monday following release (ie 20 May 2024).

### 6.4 General

- (a) Prize values are based on the recommended retail prices in Australia on 10 April 2024. We accept no responsibility for any change in prize value on the date the prize is redeemed.
- (b) We reserve the right to substitute a prize (or part of a prize) to a prize of equal or greater value, subject to any legal or regulatory requirements.

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## 7. Claiming the prize

- (a) To claim the prize, respond to the communication we sent you in accordance with clause 5.1 (which communication notifies you that you have won) with your full name, postcode, mobile number and nominated Australian delivery address.

- (b) The prize(s) must be claimed as offered within 14 days of the winners being notified of the outcome of the draw, subject to booking, flight and/or product availability.
  - (c) Any part of the prizes may be replaced with something of similar value or specification if it is unavailable or out of stock, subject to required regulatory approval.
  - (d) If a winner does not claim their prize within the prescribed time, they will forfeit their prize and it will be awarded to the next eligible entry.
  - (e) Any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
  - (f) A prize is not transferable, saleable or redeemable as cash, credit or equivalent.
  - (g) You should seek independent advice, including financial advice, as implications (such as tax) may arise as a result of claiming the prize(s).
  - (h) You must comply with all terms and conditions of use of the prize(s) and prize suppliers.
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## **8. Redraw**

### **8.1 General**

- (a) If any winner does not claim their prize within the prescribed time, we will conduct a redraw:
  - (i) using the same method of draw specified in clause 4(a);
  - (ii) at 90-94 Nicholson Street, Abbotsfords, Victoria, 3067; and
  - (iii) at 12pm AEST on 13 June 2024.

### **8.2 Outcome**

- (a) The winner of a redraw will be notified on 14 June 2024 by email to the email address submitted on their entry.
  - (b) The first initial, full surname and, if required by applicable laws, postcode of the winner of a redraw will be announced via the Promoter's website at <https://www.archiebrothers.com.au/competition/if-movie> on 17 June 2024.
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## **9. Entries**

- (a) We own all entries, including any Intellectual Property Rights comprised in the entries and their content.
- (b) You are responsible for the entry you submit, including its content (such as text, images, photos and videos) and any accompanying comments.
- (c) We are not liable in any way for your entry to the fullest extent permitted by law.
- (d) We may remove or delete any entry without notice for any reason whatsoever.
- (e) You warrant and agree that:

- (i) you will not submit any entry that is unlawful or fraudulent, or that we could reasonably consider to be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (ii) you will obtain prior written consent from any person that appears or is reasonably identifiable in your entry before submitting it;
  - (iii) you will obtain prior written consent from any person who has jointly created or has rights in your entry to these Terms and our privacy policy;
  - (iv) your entry does not contain viruses and will not cause injury or harm to any person or entity; and
  - (v) you will comply with all applicable laws and regulations, including those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
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## 10. Personal Information

- (a) Entries may be entered into a database.
  - (b) By entering this Competition, you consent to us:
    - (i) using your Personal Information to conduct the Competition and communicate with you if you win a prize;
    - (ii) publishing your Personal Information, or disclosing your Personal Information to State and Territory lottery departments, as required by relevant laws;
    - (iii) providing your Personal Information to third parties including agents, contractors, service providers, prize suppliers and regulatory authorities (as required) for the purpose of conducting the Competition; and
    - (iv) using your name and likeness in any media, worldwide, for an unlimited period for promotional purposes without payment to you, including for the purposes of promoting this Competition and any products manufactured, distributed and/or supplied by us or our Related Bodies Corporate.
  - (c) If you wish to access, or for us to update, correct or delete, your Personal Information or information in your entry, contact us using the details below.
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## 11. Liability

To the maximum extent permitted by law:

- (a) we are not liable for any liabilities, claims, actions, and demands of whatsoever kind or nature (including in relation to personal injury, illness, death, loss, damage or expense), either in law or equity, which directly arises or may in the future directly arise, directly resulting from, or directly in relation to, the Competition, other than to the extent caused by us;
- (b) neither party will be liable for any indirect, special, punitive, incidental, or consequential damages of any kind or loss of profits, loss of revenue, loss of data,

loss of goodwill, arising out of or related to the Competition, regardless of the form of action whether in contract, tort (including negligence) or otherwise, even if the party had been advised of the possibility of such damages.

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## 12. Disruption to Competition

- (a) If, for any reason, this Competition is interfered with in any way or is not capable of being conducted as planned due to a Force Majeure Event, including where such circumstance corrupts or affects the administration, security, fairness or integrity or proper conduct of this Competition, we will, as soon as reasonably practicable, notify you of the Force Majeure Event and take all reasonable steps to minimise disruption and may, to the fullest extent permitted by law:
    - (i) disqualify any entrant who tampers or interferes with the entry process; or
    - (ii) subject to required regulatory approval:
      - (A) cancel, terminate, modify, reschedule or suspend the Competition;
      - (B) substitute or modify the prizes,as reasonably appropriate.
  - (b) Any entrant found to be using a form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to a prize will be invalidated. If you have already received a prize, you must (at your cost) immediately return it to us. We may request any documentation we consider necessary to assist with our assessment.
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## 13. General

- (a) Any failure to enforce any of our rights does not constitute a waiver of those rights.
  - (b) Any part of these Terms that is illegal, void or unenforceable may be severed, and the remainder will continue in force.
  - (c) This Competition and any issues relating to the construction, validity, interpretation and enforceability of these Terms will be governed by the laws of Victoria, Australia.
  - (d) If you have any questions or issues regarding these Terms or how this Competition is conducted, you may contact us at [marketingplanning@fun-lab.com](mailto:marketingplanning@fun-lab.com). We will determine how any issues will be resolved.
  - (e) New South Wales authority number: TP/03452
  - (f) South Australia permit number: T24/660
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## 14. Definitions

**AEST** means Australian Eastern Standard Time.

**Force Majeure Event** means an event or circumstance beyond our reasonable control, including natural disaster, acts of war, riots, vandalism, failure or shortage of power supplies or other essential utility, pandemic, epidemic, quarantine or other widespread or serious threat

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to human health (including an outbreak or recurrence), strike, a change in applicable law, government imposed shutdown or closure, infection by computer virus, bugs, tampering, unauthorised intervention, fraud or technical failures.

**Immediate Families** means any of the following (whether natural, step or adopted): spouse, ex-spouse, de-facto spouse, child, parent, grandparent, uncle, aunt, niece, nephew or sibling.

**Intellectual Property Rights** means all patents, rights to inventions, copyright, trade marks, trade names and domain names, rights in goodwill, rights in confidential information and any other intellectual property rights, whether registered or unregistered and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist now or in future anywhere in the world.

**Personal Information** has the meaning in the Privacy Act 1988 (Cth).

**Related Bodies Corporate** has the meaning in the Corporations Act 2001 (Cth).