

## SUN SAND AND SKYFIRE COMPETITION TERMS AND CONDITIONS

The following terms and conditions apply to the Sun, Sand and Skyfire giveaway (Competition) being conducted by Capital Estate Developments, ABN 22 117 906 634 and its related entities.

### Duration:

7am Australian Eastern Daylight Time (AEDT)  
Thursday 29 February 2024 to 12:30pm (AEDT)  
Monday 11 March 2024.

### Prize:

Each prize includes:

- 4 x VIP tickets to Canberra Airport's private beach during Skyfire 2024
- 1 x VIP parking pass
- Catering packs for each VIP ticket holder including food and non-alcoholic beverages
- 1 x Denman Prospect picnic pack

Total value of prize: \$4,000. There are four (4) prizes to be won.

### Notes:

1. It is a condition of accepting the Prize that the winner must comply with all the terms and conditions of use of the Prize, and the directions of the Promoter's and Supplier's representatives.
2. The Prize is not transferable or exchangeable and cannot be taken as cash.
3. The Prize must be redeemed on Saturday 16 March 2024 at Skyfire located at Lake Burley Griffin, Canberra.
4. Winners must be over the age of 18+.
5. Ticket holders must be accompanied by someone over the age of 18+.
6. Each entrant must be a resident of Denman Prospect, ACT 2611 for their entry to be eligible. Entrants may be asked to provide proof of residency.

### Entry Conditions

1. These are the terms and conditions of entry into the Competition (Terms). By entering into the Competition, you are deemed to have accepted these Terms.
2. The promoter is Capital Estate Developments, ABN 22 117 906 634 and its related entities (Promoter).
3. The Prize supplier is Capital Estate Developments, with thanks to AmplifyCBR and Canberra Airport.
4. The Competition will open at 7am Australian Eastern Daylight Time (AEDT) Thursday 29 February 2024 and will close at 12:30pm (AEDT) on Monday 11 March 2024 (Competition Period). All entries must be received by the Promoter during the Competition Period.
5. Entry to the Competition is open to all residents of Australia over 18 years of age, excluding employees of the Promoter and Supplier and other agencies, firms or companies associated with the Competition, and their immediate families (Eligible Entrants). Immediate family means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether biological or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
6. To enter the Competition, Eligible Entrants must during the Competition Period, enter the competition by submitting their response to the competition question in 25 words or less: "Which tropical destination would you choose to visit and why?\*" via the online competition form on [denmanprospect.com.au](http://denmanprospect.com.au). Eligible Entrants must include their full name, email address and best contact number for their submission to be considered.
7. The Promoter, subject to State and Territory legislation, reserves the right not to accept the entry of any entrant (or to disqualify an entrant) if the Promoter considers that the entry contains anything defamatory or is otherwise inappropriate or is not submitted in accordance with these Terms.
8. An entrant may only enter as an individual with only one valid entry per person accepted into the Competition.
9. All entries become the property of the Promoter.
10. Entries will be judged by the Promoter and the winner selected from the qualifying entries during the Promotion Period.
11. The draw will take place at the Promoter's office at Level 4, 21 Terminal Avenue, Plaza Offices – West, Canberra Airport ACT 2609, at 12pm (AEDT) on Tuesday 12 March 2024.
12. The winner of the Prize will be notified via their provided phone number and/or email address within (1) business day of the draw. The winner's name may be published electronically on the Promoter's website and social media platforms.
13. In the event that the winner is unable to be contacted, and all reasonable

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- methods of communication are unsuccessful, the Prize will be re-distributed by an unclaimed prize draw conducted by the Promoter at 12pm on Wednesday 13 March 2024 (AEDT) at the Promoter's office.
14. All entrants acknowledge that the Promoter collects personal information in order to conduct the Competition and may, for this purpose, disclose this information to third parties, agents, contractors, service providers. Entry is conditional on providing this information.
  15. By participating in the Competition, all entrants agree and acknowledge that they may be contacted by the Promoter:
  16. (a) to provide comments about Canberra Airport and Denman Prospect; and
  17. (b) by direct mail and email, including for direct marketing purposes.
  18. On such occasions, entrants will be provided with an opportunity to opt-out of receiving further marketing information. Entrants may also contact the Promoter at any time if they do not wish to receive marketing and/or promotional information.
  19. The Promoter may, for an indefinite period, unless otherwise advised, use the information gathered by this Competition for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the promoter.
  20. For avoidance of doubt, entrants consent to the Promoter using their name, image and voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Competition and subsequent similar competitions.
  21. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity and age) and to disqualify any entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry process. Errors and omissions will 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. 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.
  22. The Promoter's decision is final, and no correspondence will be entered into about the Competition, excluding regulatory organisation obligations.
  23. Any ancillary costs associated with winning the Competition are not covered by the Promoter or the Supplier. These costs need to be funded by the Prize winner.
  24. The Prize is subject to change at any time. The Promoter reserves the right to offer a substitute prize of comparable value if for some reason, the Prize is not available.
  25. As a condition of accepting the Prize, the winner may be required by the Promoter to sign any legal documentation as and in the form required by the Promoter and the Supplier in their absolute discretion, including but not limited to a legal release and indemnity form.
  26. If this Competition is interfered with in any way or is not capable of being conducted as anticipated due to circumstances beyond the reasonable control of the Promoter or the Supplier, including but not limited to technical difficulties, unauthorized 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) to modify, suspend, terminate or cancel the competition, as appropriate.
  27. Except for any liability that cannot by law be excluded, the Promoter and Supplier (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; and
    - (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter.