

**“FRESHTIVAL SOCIAL COMPETITION”
TERMS AND CONDITIONS**

1. The Star Pty Limited ABN 25 060 510 410 (“**The Star Sydney**”) is the promoter of the “FRESHTIVAL SOCIAL COMPETITION” promotion (“**Promotion**”) which commences from 12:00pm AEST Thursday, 9 May 2019 and ends at 4:00pm AEST on Wednesday, 19 June 2019 (“**Promotional Period**”).
2. During the Promotional Period, an Eligible Entrant can submit their entries between the following times:
 - a. Entry Period one (1): From 12.00pm on Thursday, 9 May to 12.00pm Wednesday, 22 May 2019
 - b. Entry Period two (2): From 12:00pm on Wednesday, 22 May to 12:00pm Wednesday, 5 June 2019,
 - c. Entry Period three (3): From 12:00pm on Wednesday, 5 June to 12:00pm Wednesday, 19 June 2019, (each an “**Entry Period**”)

ELIGIBILITY

3. Participation in the Promotion is limited to persons who, insofar as is the case for the duration of the Promotional Period:
 - a. 18 years of age or over;
 - b. contactable via Instagram private messaging;
 - c. not excluded from The Star Sydney; and
 - d. resides in New South Wales.
4. The promoter reserves the right, at its sole and absolute discretion, to deem any irregular entries, including the following entries (“**Invalid Entries**”):
 - a. Entries that have not been completed properly
5. Invalid Entries cannot win prizes.

PARTICIPATION

6. To enter the Promotion, Eligible Entrants must capture a photo of a seafood dish served by The Star Sydney or a photo of themselves (and/or friends) with a seafood dish served by The Star Sydney during the Promotion Period and post that same photo onto Instagram and
 - a. Tag @TheStarSydney, and;
 - b. Hashtag #FRESHTival (each an “**Entry**”)
7. Any photos with captions made by Eligible Entrants on the Instagram post(s) that contain profanities, offensive or racist language or anything the promoter deems unacceptable will end in the Entrant being disqualified from the competition.

8. Entries must be received by the promoter during the Promotional Period. Multiple Entries per Eligible Entrants per Entry Period are permitted. The promoter takes no responsibility for late, lost or misdirected entries. Incomplete, illegible or incomprehensible entries will be deemed invalid
9. Entries must be submitted by the individual Eligible Entrant and any automated entries will be invalid. Entries must be submitted by a public Instagram account. Any costs associated with the use of Instagram will be the responsibility of the Eligible Entrant and Eligible Entrants agree to be bound by Instagram's terms of use.
10. The Star Sydney reserves the right to verify the validity of any Entry. The Star Sydney may, in its sole discretion, disqualify any Entry from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the operation of the Promotion and reserves the right to disqualify any entry which is not submitted in accordance with these conditions of entry.
11. This is a game of skill and chance plays no part in the determination of the winner.

PRIZES

12. Three (3) \$500 Gift Card for The Star with an expiry date of May 2020.
13. Prizes are not transferable or exchangeable and are subject to the terms and conditions on the gift card.

JUDGING

14. The panel of Judges will consist of two members from The Star Marketing Department and will select one (1) prize winner on the following dates:
 - a) Wednesday, 22 May 2019;
 - b) Wednesday, 5 June 2019 and;
 - c) Wednesday, 19 June 2019
15. Prize winners will be notified by 4:00pm on the day of judging.
16. The Judge's decision is final, and no correspondence will be entered. The best entry, as determined by the panel of Judges in their absolute discretion, based on the creative merit of the Entry, will be the winner. If an Eligible Entrant becomes a winner, they will not be eligible to win any further prizes during the Promotion (each a "**Winner**").
17. The Winner will be announced on The Star Sydney's Instagram Story and in the comment section of the winner's Instagram competition post. The comment will tag the Winner and instruct the Winner to direct message The Star Sydney Instagram page within 24hours of the Prize Winner announcement.

18. If, despite its reasonable efforts, The Star Sydney does not receive a confirmation by 4.00pm on the day following the Judging from the Prize Winner, the Prize Winner forfeits the Prize and is no longer the Prize Winner for the purposes of these terms and conditions.
19. If the Prize Winner forfeits the Prize pursuant to clause 17, The Star Sydney will judge a second entry in accordance with clause 16. This new Judging will take place at 5.00pm the day following the first judging ("Second Judging"). The Star Sydney will take reasonable efforts to notify the Prize Winner as a result of the second Judging via Instagram within one (1) hour of the Second Judging. Judging's will continue in this manner until the new Winner has been notified of the result of the new Judging.

IDENTIFICATION

20. The Winner may be required to present valid ID at the time of prize redemption. In the event that the Winner cannot provide suitable identification, the Winner will forfeit their Prize in whole and no substitute will be offered.

Valid ID means:

- a. a passport, Australian driver's license or other form of photographic identification in which the photograph is clear and undamaged and that is otherwise acceptable to The Star Sydney; or
 - b. One form of non-photographic identification that are valid and acceptable to The Star Sydney.
21. The promoter reserves the right to waive or vary the identification requirements at its sole discretion in circumstances where the identity of a Winner is determinable by a representative of the promoter without the assistance of these or any other form of identification.

GENERAL

22. The promotion is not sponsored, endorsed or administered by, or associated with, Instagram.
23. Except as expressly provided in these terms and conditions, Entries and the Prize cannot be redeemed for cash or other goods and services.
24. The promoter reserves the right to cancel or change the prizes offered under the Promotion if there are any changes to the law that would or might render the Promotion or any prizes offered under the Promotion unlawful.
25. Conduct of the entire Promotion, including decisions on the eligibility of persons to enter and validity of entry and prizes, shall be the responsibility of the promoter. The promoter's decisions in relation to the conduct of the Promotion are final.
26. The promoter needs to collect the personal information of entrants so that the entrant can be entered into the Promotion. Without providing the promoter with that information, the promoter cannot enter the person in the Promotion. The Privacy Policy of The Star Entertainment Group

<http://www.starentertainmentgroup.com.au/privacy-policy> describes the purposes for which The Star Entertainment Group, including the Promoter, may collect, store, use and disclose personal information.

27. The promoter is not responsible for any problem or technical malfunction of any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission interruption or otherwise. The promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The judges' decision is final and no correspondence will be entered into. Chance plays no part in determining the winner.
28. The promoter is not responsible for any loss, damage or injury suffered or claimed, including, but not limited to, indirect or consequential loss or damage, personal injury or death, and direct or indirect loss or damage by an entrant in relation to entering or participating in this Promotion or taking or using the prizes offered except where that loss, damage or injury was caused by breach of these terms and conditions by the promoter or the wilful or negligent acts or omissions of the promoter. To avoid any doubt the promoter shall not be liable for loss caused by technical and mechanical malfunction which is outside the control of the promoter.
29. If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition.
30. The promoter assumes 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.
31. The promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this competition.
32. The Prize Winner and any other person(s) nominated to share the Prize with the Prize Winner agrees to accept, receive and use the Prize at their own risk and will, at all times, indemnify, keep indemnified, hold harmless and release The Star Sydney to the full extent permitted by law from and against any and all claims, causes of action, losses, damage, liability, cost or expense (including legal expenses on a full indemnity basis), incurred by The Star Sydney as a result of or in connection with the Promotion and from all liability which may arise in respect of any accident, damage or injury occurring to any person or property in connection with the Prize and / or the Prize Winner. The Prize Winner and any other person(s) nominated to share the prize with the Prize Winner will

be required to sign an agreement to release The Star Sydney from and indemnify The Star Sydney against any liability arising from the use or participation in the prize.

33. Directors, management and employees of any of THE STAR ENTERTAINMENT GROUP of companies (including, without limitation, The Star Sydney, The Star Gold Coast and Treasury) and their immediate families are not eligible to participate in the Promotion.
34. Participation in the Promotion by an Eligible Entrant confirms acceptance of the terms and conditions governing the Promotion including but not limited to the indemnity and exclusion clauses contained herein.
35. Should a prize winner consent to having their photograph taken, they consent to having their name and photograph published in any form of media and agree to participate in any reasonable promotion requested by the promoter, without reward.
36. All monetary values expressed in this document are expressed in Australian currency.
37. Prize Winner names will be available at www.thestarsydney.com.au within 48 hours of the conclusion of the Promotion.
38. The laws of the state of New South Wales govern the Promotion.
39. A copy of the terms and conditions governing the Promotion can be obtained at www.thestarsydney.com.au during the Promotional Period.