

Honda "LA DOLCE VITA" Promotion

FULL Terms and conditions

PARTICIPATION

1. This competition ('the Competition') is conducted by Honda Australia Pty Ltd, ABN 66 004 759 611, of 95 Sharps Rd Tullamarine VIC 3043. ('the Promoter'). All customer service queries should be directed to: Telephone: 1800 804 954.
2. Entry to the Competition constitutes acceptance of these Conditions. All entry instructions and prize information published by the Promoters form part of these Conditions.
3. The Competition is only open to Eligible Entrants. An "Eligible Entrant" is an individual who:
 - i. is a resident of Australia who is aged 18 years or over;
 - ii. is not an employee of the Promoter or any of their related corporations or any of their agencies associated with the Competition; and
 - iii. is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. All times and dates are times and dates in Melbourne, Australia (which will either be in Australian Eastern Standard Time or Australian Eastern Daylight Savings Time, whichever is applicable in Melbourne, Australia) and are based on the 24 hour clock. 00:00hrs is the start of a day and 23:59hrs is the end of a day.
5. Competition will be conducted in Australia over the period specified as follows: Competition opens at 00:00hrs on 1/09/13 and closes at 23:59hrs on 31/12/13.

ENTRY

6. Entry is available online via honda.com.au, italianfilmfestival.com.au and via manual entry forms available at participating Palace Cinemas. As at 01 August 2013, participating Palace Cinemas include:
 - i. VIC (Palace Balwyn, Palace Brighton Bay, Palace Cinema Como, Palace Dendy Brighton, Palace Westgarth)
 - ii. NSW (Chauvel Cinema, Palace Verona, Palace Byron Bay),
 - iii. QLD (Palace Barracks, Palace Centro),
 - iv. ACT (Palace Electric Cinema).

7. Any eligible entrant may enter the Competition once without a Unique Code, with extra entries permitted per Unique Code thereafter. Unique Codes are only available by purchasing a movie ticket at participating Palace Cinemas. Unique Codes can only be used once, and the first entry with the code will be accepted. The cost of movie tickets varies across Palace cinema locations.
8. All fields of the entry form MUST be completed to be valid for entry in the competition. These fields are; Title, First Name, Last Name, Email address, Phone number, Postcode
9. Entries are deemed to be received at the time of receipt into the Competition database and NOT at the time of transmission by the Eligible Entrant. The Promoter takes no responsibility for late or misdirected entries.
10. Any costs associated with accessing the Competition website are the responsibility of the person seeking access and are dependent on the internet service provider used.
11. Eligible Entrants must submit their internet entries online using an internet browser. The Promoters may reject internet entries if they reasonably form the opinion that they have been entered using automated entry means or by use of a competition entry service.

PRIZE DRAWS

12. All valid entries received during the entry period will be included in the prize draw.
13. There will be 4 minor prize draws. The draws will take place in the presence of an independent witness at 12.00hrs at 95 Sharps Rd, Tullamarine VIC 3043 Australia on the 1st of October 2013, 1st November 2013, 2nd of December 2013 and the 2nd of January 2014. Any winner will be notified by phone and in writing within two (2) business days of each draw and winners names will be published on www.honda.com.au for a period of not less than 28 days from each draw.
14. The Major prize draw will be held in the presence of an independent witness at 12.00hrs on 14/01/14 at 95 Sharps Rd, Tullamarine VIC 3043 Australia. The first valid entry drawn will win the major prize. The winner will be notified by phone and in writing within two (2) business days of the major draw and the winners name will be published on www.honda.com.au on 21/1/14 for a period of not less than 28 days.
15. Subject, where relevant, to any directions given under the legislation regulating the Competition, if any prize is not claimed the prize will be awarded to another Eligible Entrant in a redraw in the presence of an independent witness at 12:00hrs on 16/4/14 at 95 Sharps Rd, Tullamarine

VIC 3043 Australia. If there is such a redraw, the name of the winner in the redraw will be notified by telephone and in writing within two days and published on 18/4/14 at www.honda.com.au for a period of not less than 28 days.

PRIZES

16. **Minor prize** - 4 x Palace Cinema VIP pass prize valued at \$3,000 AUD each (total \$12,000). The Palace VIP pass allows unlimited double-pass entry to all movies shown at Palace Cinemas for a 12-month period.

Major Prize – 1x travel package valued at \$30,000 AUD

Total Prize pool \$42,000.00

17. The Major Prize includes;

- i. Two (2) return adult Business class airfares from Sydney, Brisbane or Melbourne to Rome, Italy (inclusive of taxes)
- ii. Ten (10) nights accommodation at any of the 5 star rated Mr & Mrs Smith affiliated hotels in Italy
- iii. Two (2) adult 1st Class Eurail passes for travel for 10 days within Italy
- iv. \$3,000 AUD Spending money

18. Except as provided for in these Conditions, a right to receive a prize is not transferable, exchangeable or refundable and cannot be taken as a monetary payment.

19. Additional spending money, meals, taxes (excluding airline and airport taxes to and from Rome), insurance, passports, visas, vaccinations, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.

20. The \$3,000.00 spending money offered within the Major Prize package for the Eligible Entrant will be paid to the winner via a cheque payment. The cheque will be posted to the winner upon confirmation of their eligibility to travel.

21. The Major Prize winner and his/her Prize companion must travel on the same flight together and share accommodation. The Major Prize cannot be separated into different holiday vacations. The cost of any travel insurance is the responsibility of the Major Prize winner and their Prize companion. It is a condition of taking the Major Prize that the winner and their Prize companion take out adequate insurance. The Promoter may request that the Major Prize winner and their Prize companion provide evidence of such a policy before taking the Major Prize. The Promoter is not liable for any costs incurred if the Major Prize winner and their Prize companion travel without insurance. All travel is subject to availability at all times. Major Prize winner and their Prize companion are responsible for any amendments fees issued by airlines or

suppliers once booking is confirmed and ticketed. Any other ancillary costs not listed in the travel Prize package descriptions above are the responsibility of the Major Prize winner and their Prize companion.

22. The winner and their Prize companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and their Prize companion must depart from and return to the same departure point and travel together. The itinerary will be determined by the Promoter in its absolute discretion. Major Prize is subject to the standard terms and conditions of prize service providers. The winner may be required to present their credit card at time of accommodation check in.
23. It is the responsibility of the Major Prize winner and their Prize companion to ensure they are checked in for their flights, and arrive at the airport, at the time specified by the relevant airline carrier. The Promoter is not responsible for any costs associated with the winners and their Prize companion missing any of their flights.
24. If a prize (or part of a prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Competition. The Promoter accepts no other liability or responsibility for any loss incurred by the winner or any other party if a prize (or part of a prize) is unavailable for any reason.
25. In order to be entitled to a prize, the winner must, if requested by the Promoter, agree to and sign:
 - i. an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize; and
 - ii. a liability release, waiver and/or indemnity in favour of the Promoter and/or any person or other entity associated with this Competition.

ENTRY VERIFICATION

26. All entries to the Competition may be subject to verification by the Promoter. The Promoter will reimburse an Eligible Entrant for any reasonable costs incurred in complying with this condition. An Eligible Entrant MUST deliver to the Promoter (by a means determined by the Promoter) copies of any documents the Promoter may request establishing eligibility to enter or win, including evidence of age, residence or identity. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an Eligible Entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an Eligible Entrant MUST also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document.

27. The Promoter may, at their absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
- i. fails to establish their entitlement to enter the Competition to the Promoter's satisfaction; or
 - ii. fails to produce items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
 - iii. in the Promoter's opinion, tampers with the entry process or benefits from such tampering; or
 - iv. in the Promoter's opinion, submits an entry which is not in accordance with these Conditions.
28. Incomplete or indecipherable entries will be deemed invalid.

GENERAL

29. The Promoter takes no responsibility for any variations in value of the prizes.
30. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by fraud, unauthorised intervention, vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserve the right to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.
31. The Promoter assumes no responsibility for:
- i. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoters or any Eligible Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, or otherwise,
 - ii. any theft, destruction or unauthorized access to, or alteration of such communications;
 - iii. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition;
 - iv. any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise).
32. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS COMPETITION, TO CAUSE DAMAGE TO OR TO OTHERWISE UNDERMINE THE FAIR AND

LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.

33. All of the Promoters' decisions are final and no correspondence will be entered into.
34. To the full extent permitted by law, the Promoter, their associated companies and agencies and all those entities' personnel (the "Relevant Parties") excludes all liability for any loss (including any damage, claim, injury, cost or expense) whatsoever which is suffered or incurred by any Eligible Entrant arising out of or otherwise in connection with the Competition or prizes, including:
- i. any indirect, economic or consequential loss;
 - ii. any loss arising from or contributed to by the negligence of a Relevant Party;
 - iii. any liability for personal injury or death; and
 - iv. use of a prize.
35. The winner consents to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times, without remuneration, for the purpose of promoting this Competition, the Promoter and/or any of the Promoters' products.
36. Eligible Entrants' personal information will be collected by or on behalf of the Promoter to enable them to administer the Competition and publicise their winner(s) and, if an Eligible Entrant consents, may be used to market the Promoters' products to the Eligible Entrant. The personal information of the winners may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers, and to regulatory authorities. Eligible Entrants may contact the Promoter by post to Privacy Officer, Honda Australia Pty Ltd, 95 Sharps Road, Tullamarine VIC 3043; or by calling 1800 804 954 during business hours to opt-out, request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an Eligible Entrant does not provide accurate personal information the Promoter may, in their absolute discretion, determine that they are not eligible to win a prize.

Authorised under Permit Numbers: VIC 13/965, NSW LTPS/13/06523, ACT TP 13/03021, SA T13/1521.

LIABILITY

37. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services as prizes. To the extent permitted by law, the Promoter is not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, of the supply of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.