

WIN Tickets to Fridayz Live 2023 Promotion Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	WIN tickets to Fridayz Live 2023			
Promoter:	7-ELEVEN STORES PTY LTD ABN 48 005 299 427, Building 2, 658 Church Street, Richmond VIC 3121, Australia. Ph: (03) 9541 0711 For any inquiries regarding this Promotion, please contact the Promoter at marlee.tant@7eleven.com.au			
Promotional Period:	Start Date: 14/11/23 at 5:00 pm AEDT End Date: 16/11/23 at 12:00 noon AEDT			
Eligible entrants:	Entry is only open to NSW and QLD residents who are 18 years and over.			
How to Enter:	To enter the Promotion, the entrant must complete the following steps during the Promotional Period: a) visit @7elevenaus on Instagram (located at www.instagram.com/7elevenaus); b) follow @7elevenaus on Instagram c) On the competition post, tag a friend and tell us your State of residence in the comments section By completing the steps above the entrant will receive one (1) entry into the Promotion.			
Entries permitted:	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Each entry must tag a different friend. The entrant is eligible to win a maximum of one (1) prize.			
Prize and Total Prize Pool:	8 prizes of Double Pass Platinum Ground Tickets in Brisbane and Sydney (4 in each state). Total prize pool value: AUD \$3,344.00			
	Prize Description	Number of prizes	Value (per prize)	Winning Method
	The prize for each winner is two tickets to Fridayz Live event in Sydney at the Giants Stadium, Olympic Park on Sat 18 November 2023 and 2 tickets for the event in Brisbane at the Brisbane Showgrounds, Bowen Hills on Fri 17 November 2023 (Event).	4 per State (8 in total)	AUD\$418 per Double Pass	Draw: 4 winner per state (8 winners in total) will be drawn by random selection on 16/11/23 at 12:30 pm AEDT
Prize Conditions:	<ul style="list-style-type: none"> • If the winner is unavailable or unwilling to take part in the Event on 17/11/2023 or 18/11/2023 respectively, they will forfeit their right to the prize and will not be awarded cash or any other alternative time. • Prize is not transferable or exchangeable and cannot be taken as cash. • All costs associated with travel to and from the Event is the responsibility of the winner and their guest. • Winner and guest must be aged 18 years or over. 			
Winner notification:	The winners will be notified by a direct message to their Instagram account (Direct Message) within one (1) hour of the draw.			
Unclaimed Prizes:	Prize must be claimed by 10:00am AEDT on 17/11/23 by responding and following any instructions in the Direct Message. In the event of an unclaimed prize, the winner will deemed to have forfeited the prize and the prize will be redrawn on 17/11/23 at 11:00 am AEDT at 7-ELEVEN STORES PTY LTD, Building 2, 658 Church Street, Richmond VIC 3121. The winner(s) of the redraw will be notified by Direct Message within one (1) hour of the redraw.			

Terms and Conditions

- The entrant agrees and acknowledges that they have read these Conditions of Entry including the Schedule (**Terms of Entry**) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion is a game of chance and commences on the Start Date and ends on the End Date. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period only.
4. Employees (and their immediate family members) of the Promoter, Fridayz Live organizer/promoter, 7-Eleven stores/franchisees of the Promoter and agencies associated with this Promotion are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. To be eligible to enter, entrants must have an existing public, or set up during the Promotional Period a new, Instagram account.
6. Draw:
 - a) The entrants will be placed in 2 separate draw pools according to their State of residence.
 - b) The draw will take place at 7-ELEVEN STORES PTY LTD, Building 2, 658 Church Street, Richmond VIC 3121 at 12:30 pm AEDT on 16/11/23 from the pool of valid entries for each State using random selection.
The first four (4) valid entries drawn for each State will be the winners of the prizes specified in the Schedule above.
 - c) The draw conductor may draw additional reserve entries for each State in case an invalid entry or entrant is drawn.
 - d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize within the time, specified by the Promoter, or is unavailable at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. The Promoter may request that the winner (and their guest) provide proof of identity, proof of age and proof of residency to the Promoter's reasonable satisfaction before awarding the prize. If the winner does not provide proof of identity, proof of age or proof of residency to the Promoter's reasonable satisfaction, the Promoter may redraw the prize in accordance with the Schedule.
10. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.
11. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
12. No part of a prize is exchangeable, redeemable for cash or any other prize, unless otherwise specified in writing by the Promoter.
13. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
14. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
15. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
16. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the *Privacy Act*

1988 (Cth) and its privacy policy which is located at <https://www.7eleven.com.au/privacy-policy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.

17. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter or the Event organizer determine in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in the Event.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
22. Nothing in these Terms of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar consumer protection laws in Victoria (**Non-Excludable Guarantees**).
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except to the extent that the Promoter has contributed to or caused such loss, expense, damage, personal injury or death..
24. The winners will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and consent to the Promoter using their name, all or part of the content submitted, images and/or voice and any such marketing and editorial material without further reference or compensation to them for the purpose of promoting this Promotion (including any outcome) and promoting the Promotor or any services or products distributed and/or supplied by the Promotor .
25. Unless otherwise specified, the prize is a single event for the winner (and their guest) at the allocated time and place and cannot be separated into separate events or components.
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.

27. Without limiting any other provision, the entrant agrees to indemnify the Promoter for any breach of these Terms of Entry.
28. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.