

# Dine and Play

## Conditions of Entry

1. Information on how to enter the Dine and Play Competition (**Competition**), mechanics of entry and prizes form part of these Conditions of Entry. Entry into the Competition is deemed acceptance of these Conditions of Entry. Entry is via Internet only.
2. The Promoter is Tennis Australia Ltd, (ABN 61 006 281 125) trading as Tennis Australia, Melbourne Park, Batman Avenue, Melbourne, Victoria, 3000 (**Promoter**).

### Eligibility to enter the Competition

3. Entry is only open to persons currently residing or present in Victoria aged 18 years or older (**Entrants**). Entrants can only enter in their own name. The Promoter reserves the right to request the winner to provide proof of age, identity and residential address, in order to claim a prize. Proof of age, identification and residential address considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, can be considered objectionable, profane, potentially insulting, inflammatory or defamatory, or any Entrant whose entry is not compliant with these terms & conditions of entry or who has, in the opinion of Promoter, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. There is no limit to the number of entries that an eligible Entrant can submit in this Competition.
4. Contractors and employees (and their immediate families) of the Promoter, or any of its agencies or contractors involved with this Competition are ineligible to enter the Competition.

### Key Competition Dates

5. The Competition starts at 9:00am (EST) on **26 November 2012** and ends at 5:00pm (EST) on **4 January 2013** (**Competition Period**). All entries received after this time are ineligible for entry into the Competition and no responsibility will be accepted by the Promoter for lost, late or misdirected entries. All entries are deemed to be received at the time of receipt of the web entry into the Competition database and NOT at the time of transmission by the Entrant.
6. The Competition prize winner will be the first valid entry drawn in a random draw which will take place at 12.00pm (EST) on **8 January 2013** at Tennis Australia, Melbourne Park, Batman Avenue (**Prize Winner**).

### Competition Entry Procedure

7. To enter this Competition, Entrants must, during the Competition Period:
  - (a) spend a minimum of \$50 (including GST) in a single transaction at a Participating Restaurant (as defined below) and retain the receipt; and
  - (b) go online to the Dine and Play Competition Page [www.australianopen.com/dineandplay/registertowin](http://www.australianopen.com/dineandplay/registertowin) and register by following the prompts, including providing the Entrant's full name, date of birth, residential address, current and valid email address, contact telephone number and the name of the Participating Restaurant where the Entrant spent the \$50.

#### **Participating Restaurants:**

- Chill on Ice Lounge & Ski Lodge, Southgate
- La Camera, Southgate
- The Deck, Southgate
- Pure South, Southgate
- Tutto Bene, Southgate
- Bear Brass, Southgate
- P.J. O'Brien, Southgate
- Wagamama, Southgate
- The Woods of Windsor, Windsor
- Orange Cafe, Windsor
- Ladro, Prahran
- Union Dining, Swan Street
- Richmond Club Hotel, Swan Street
- Torch Cafe, Swan Street
- Friends of Mine, Swan Street
- Bess, Swan Street
- Mexicali Rose, Swan Street
- The Post Office Hotel, Swan Street
- Noir, Swan Street
- The Corner Hotel, Swan Street
- A Storm in a Teacup, Smith Street
- Agent 284, Smith Street
- Pabu Grill & Sake, Smith Street

- FOG, Prahran
- Davids, Prahran
- Hanoi Hannah, Prahran
- Greek Deli & Taverna, South Yarra
- Kanpai, South Yarra
- Two Birds One Stone, South Yarra
- Mama Baba, South Yarra
- The Bridge Hotel, Bridge Road
- Niche on Bridge, Bridge Road
- Ost Bar & Grill, Bridge Road
- Kritamos, Bridge Road
- Chimmys, Bridge Road
- Mazzitelli, Bridge Road
- Laikon Deli, Bridge Road
- Entourage, Bridge Road
- Wabi Sabi Salon, Smith Street
- La Niche, Smith Street
- Mamma Vittoria, Smith Street
- Arintji, Federation Square
- Bokchoy Tang, Federation Square
- Cafe Chinotto, Federation Square
- Feddish, Federation Square
- The Grill, Federation Square
- Il Pomodoro, Federation Square
- Riverland Bar & Cafe, Federation Square
- Taxi Dining Room, Federation Square
- Time Out Cafe, Federation Square
- Transport Hotel, Federation Square
- Chocolate Buddha, Federation Square

### **The Prize**

8. The Prize Winner will receive:
- (a) Two (2) tickets to the Australian Open Women's Final on 26 January 2013 valued at \$589.80;
  - (b) Two (2) tickets to the Australian Open Men's Semi Final on either 24 or 25 January 2013 valued at \$449.80;
  - (c) Dinner for two (2) at a Participating Restaurant of the Prize Winner's choice valued at \$300;
  - (d) An Australian Open Merchandise Pack valued at \$500 including a "behind-the-scenes" tour of Rod Laver Arena.

Elements of this prize are a 'money can't buy' experience and otherwise the package is valued at \$1,839.60 (but is not available for retail sale). All tickets issued are subject to the Australian Open 2013 Ticket Conditions of Sale and Entry as amended from time to time.

9. The prizes are not transferable, exchangeable or redeemable for cash. The prize values are accurate at the date of commencement of the Competition. The Promoter accepts no responsibility for any variation in the value of a prize after that date. Refunds will not be made in respect to unused services or prizes. Where a prize, or part of a prize, is unavailable, the Promoter retains the right to substitute the prize (or part) with a prize (or part) of equal or greater value.
10. The Promoter's decision and all matters pertaining to this Competition will be final. No correspondence will be entered into.
11. Any additional travel or accommodation costs incurred by the Prize Winner are the Prize Winner's responsibility.
12. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

### **Notification and Collection of Prizes and Redraw Process**

13. The Prize Winner will be contacted by phone and in writing using contact details provided in their entry by 11 January 2013 and notified of how the prize will be delivered.
14. The Prize Winner's name will be published on Competition Page by 11 January 2013 and in the Herald Sun on 11 January 2013.
15. In the event the Prize Winner is unable to be contacted, and all methods of communication are unsuccessful, the Promoter will conduct a redraw from the remaining entries. The redraw will take place at 12.00pm (EST) on 14 January 2013 at Tennis Australia, Melbourne Park, Batman Avenue Tennis Australia, Melbourne Park, Batman Avenue. The redraw winner will be contacted by phone and in writing using contact details provided in their entry within two (2) days of the redraw.
16. The prizes remain the property of the Promoter until claimed by the Prize Winner or the redraw winner (if any).
17. The Prize must be redeemed on 24 January 2013 to coincide with the event currently scheduled to take place on that date.

18. The Promoter is neither responsible nor liable for any loss or damage suffered in the event that the scheduled games of the Australian Open Women's Final or the Australian Open Men's Semi Final are cancelled, postponed, rescheduled or relocated for any reason whatsoever.

#### **Privacy**

19. By entering this Competition, Entrants understand and agree that the Promoter may use and disclose the information provided, including the Entrant's personal information, to administer the Competition and announce the winner. The Entrant consents to the Promoter providing the Entrant's personal information to organisations that assist the Promoter with administering the Competition and announcing the winner, and to third parties as required by law (including authorities that regulate this Competition). If the Entrant is not willing for this to occur it cannot participate in the Competition. Entrants consent to the Promoter using the Entrant's personal information to advise it of promotions, events, special offers and other like activities offered by the Promoter or its stakeholders. Except where permitted or required by law, or where the Entrant's consent is obtained, this information will not be disclosed to third parties. Entrants are able to access personal information which they provide as part of their entry by contacting the Promoter upon reasonable notice.

#### **Discontinuance and Disqualification of Competition**

20. The Promoter reserves the right to discontinue the Competition at any time and at its sole discretion may cancel, terminate, suspend or modify the competition and/or, if necessary, to provide an alternative prize or prizes to the same value as an original prize or prizes. Any change to or cancellation of this Competition, for whatever reason, is subject to the written direction of all relevant State and Territory legislative departments.

#### **Exclusion of Liability**

21. The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery or contact details provided by an Entrant.
22. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the goods or services offered as prizes.
23. The Promoter is not responsible for losses associated with any change to the value of any prizes.
24. To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangements for supply, or the supply, of any goods or services by any person to the prize winner(s) and where applicable, to any persons accompanying the winner.