

## **THE JACKSON ROOFTOP PARTY GIVEAWAY - VALUED AT \$10K**

### **PROMOTIONAL TERMS AND CONDITIONS**

These Terms and Conditions constitute the guidelines for participating in The Jackson's 'Rooftop Party Giveaway' promotion ("Promotion"). By entering this Promotion, participants accept and agree to abide by these Terms and Conditions.

The Promotion is organized by SeaLink Marine and Tourism Pty Ltd (ABN [17 008 272 302](#)) ("Promoter").

### **Eligibility**

The Promotion is open to any person who follows @thejacksonsydney on Instagram and registers their details to enter the draw through The Jackson's webpage; <https://www.thejackson.com.au/competition/> from 20 September 2024 till 20 January 2025. The Rooftop Party must be hosted on board The Jackson's Rooftop Deck before 30 April 2025 and is catered to a maximum capacity of 50 guests. The Rooftop Party must be hosted on one of The Jackson's Saturday ticketed events (Chandon Harbour Long Lunch, Veuve Clicquot in the Sun or The Jackson Dinner by Nelly Robinson) and will include a standard beverage package, Chefs Canapes, Cheese and Charcuterie Boards. This prize cannot be redeemed on special event dates and the prize is non-refundable and non-transferrable. This promotion is open to all who meet the above criteria in accordance with these Terms and Conditions.

Employees of the Promoter, its related entities, affiliates, subsidiaries, agencies, and suppliers, along with their immediate family members or individuals residing in the same household, are ineligible to participate. Immediate family includes spouses, ex-spouses, de-facto spouses, children or step-children (natural or adopted), parents, step-parents, grandparents, step-grandparents, uncles, aunts, nieces, nephews, brothers, sisters, step-brothers, step-sisters, or first cousins.

### **How to Enter**

The Promotion period starts at 9:00 pm on September 20, 2024, and concludes at 11:59 pm on January 20, 2025 ("Promotional Period").

To enter, participants must follow @thejacksonsydney on Instagram, and submit their details for the draw via The Jackson's webpage: <https://www.thejackson.com.au/competition/> between 20 September 2024 and 20 January 2025.

If the event is not booked in prior to 30 April 2025, the prize will be forfeited and retained by SeaLink Marine and Tourism to redraw.

### **Determining and Notifying the Winner(s)**

The winner(s) will be selected at The Jackson office of the Promoter, King Street Wharf 1, 10 The Promenade, Darling Harbour, NSW, 2000 at 2:00 pm AEST on July 1, 2024.

The winner(s) will be chosen through an online random number generator, making this Promotion a game of chance.

The Promoter's decision on the winner(s) is final, and no correspondence will be entered into.

Winners will be notified via Marketing Sales team on January 21, 2025. Winners must acknowledge and claim their Prize by responding to [holly.vaughan@sealink.com.au](mailto:holly.vaughan@sealink.com.au) with the requested details, no later than January 23, 2025.

If a winner fails to acknowledge, accept, and claim their Prize by January 23, 2025 the Prize will be forfeited, and a redraw will take place at 2 pm AEST on January 24, 2025.

The Promoter is not liable for a winner's failure to receive notifications due to spam, junk email settings, or other security configurations, or for providing incorrect or non-functioning contact information.

### **The Prize**

The Prize winner will receive an exclusive Rooftop Party on board The Jackson, consisting of:

Exclusive use of the Rooftop Deck for Private event for up to 50 guests

Chef Canapes, Cheese and Charcuterie Boards

Standard Beverage Package

TOTAL PRIZE VALUE: up to \$10,000 AUD

Prize Terms and Conditions:

- a. All Prize redemptions are subject to any terms and conditions imposed by the supplier.
- b. Prizes are non-exchangeable for goods or cash and cannot be sold or transferred.
- c. The winner is responsible for any travel expenses needed to claim their prize.
- d. Additional meals, beverages, tips, or any other extras not stated in the confirmed Prize package are the winner's sole responsibility.
- e. The winner determines who shares the Prize.
- f. The Promoter encourages responsible alcohol consumption. Legal-aged consumers should consider safe drinking levels recommended by the National Health & Medical Research Council and DrinkWise.
- g. Anything not listed in the above prize details and value is not part of the prizing.

### **General**

Winners agree to participate in promotional activities, such as publicity and photography, related to the Promotion and/or Prize, as reasonably requested by The Jackson, without charge. Winners also consent to the use of their names, likeness, images, and/or voices for an unlimited period without further notification, remuneration, or compensation.

The Promoter may, at any time, verify the validity of entries and entrants, including identity, age, and confirmation of booking.

The Promoter reserves the right to disqualify individuals who breach these Terms and Conditions, tamper with the entry process, or engage in misconduct jeopardizing the promotion's fair and proper conduct. Errors and omissions may be accepted at the Promoter's discretion.

If a Prize winner is under 18 years old, the Prize will be forfeited, and a redraw will occur.

In case of war, terrorism, pandemic, state of emergency, government restrictions, or disaster, the Promoter reserves the right to cancel, terminate, modify, or suspend the promotion or suspend or modify a prize. The Promoter may modify, suspend, or terminate the Promotion without notice.

Entrants grant the Promoter and its affiliates a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish, and display their entry for promotional, marketing, or publicity purposes without compensation or liability.

Prize winners shall be required to sign legal documentation as deemed necessary by the Promoter and/or prize suppliers, including but not limited to a release and indemnity agreement. Said documentation shall include a provision whereby the prize winner assumes full liability for any damages to the vessel caused by any guest(s) they invite, and the Promoter and/or prize supplier reserves the right to seek compensation from the prize winner for any such damages. If the prize winner does not sign documentation, the prize will be forfeited and redrawn.

Entrants agree to have their email address added to the Promoter's email list.

Nothing in these Terms and Conditions limits, excludes, or modifies statutory consumer guarantees under the Competition and Consumer Act ("Non-Excludable Guarantees"). Except for liability that cannot be excluded by law, including Non-Excludable Guarantees, the Promoter (including its officers, employees, and agents) excludes all claims, liability, loss, or damage arising from the Promotion or the use of any prize.

The Promoter collects personal information to conduct the promotion and may disclose it to third parties for this purpose. Entry is conditional on providing this information. The Promoter may use and disclose this information for promotional, marketing, publicity, research, and profiling purposes.

All entries become the property of the Promoter.

The Promoter is not liable for computer system problems, technical malfunctions, or failure of any entry to be received due to technical problems or the winner's failure to receive notifications.

The Promotion is void where prohibited or restricted by law.