



**BROADSHEET MEDIA X MALFY GIN
COMPETITION TERMS & CONDITIONS**

PROMOTION DETAILS

1. By participating in the Broadsheet Media x Malfy Gin Competition (Promotion), each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. The promoter is Broadsheet, trading as Broadsheet Media Pty Ltd, ABN 20 131 593 201 of Level 1, 231 Smith Street, Fitzroy, VIC 3065 (Promoter).
3. The Promotion commences at 12:00 (AEDT) on Friday 3 February 2023 and closes at 23:59 (AEDT) on Monday 20 February 2023 (Promotion Period).
4. Entry is open to Australian residents only who are over 18 years of age.

HOW TO ENTER

5. To enter this Promotion, you must go to <https://broadsheet2.typeform.com/to/COqi8Vm4> and enter your details including first name, last name, postcode and email address, and answer to the promotional question in 25 words or less, "Tell us how you would enjoy Malfy cocktails with your friends.?" You must agree to sign up to receive news and marketing, including special deals and offers from Malfy Gin.
6. This is a game of skill and chance plays no part. The Promoter's decision is final, and no correspondence will be entered into with entrants.
7. Multiple entries are not permitted.
8. Entrants can only enter in their own name. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the competition is prohibited and may render all entries submitted by that individual invalid.
9. Employees of the Promoter, immediate family members of any employee, and any associated company or agency of the Promotion are not eligible to enter.
10. Entries not completed in accordance with these terms and conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.
11. Entries are received at the time of receipt by the Promoter and not the time of transmission by the entrant.
12. The Promoter reserves the right to alter the rules of the competition at any time.

ENTRY CONTENT

13. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these Conditions of Entry. For the purposes of these content requirements, "entry content" includes any content (including text, drawings, designs, images, files, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
14. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Conditions of Entry as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during the entry process for the Promotion.
15. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid.
16. An entrant's entry must not include:
17. any content that contravenes any law, infringes the rights (including, without limitation, any copyright, trade mark, patent, moral right or other intellectual property right) of any person or is obscene, offensive, defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); or
18. any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these Conditions of Entry.
19. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry if deemed offensive or otherwise non-compliant with these Conditions of Entry.
20. By submitting an entry to the Promotion, each entrant grants the Promoter a perpetual, irrevocable, non-exclusive, royalty-free, worldwide, transferrable and sub-licensable licence and right to use, reproduce, edit, modify, publish, and communicate to the public all information, material, and intellectual property (including, without limitation, any works or other subject matter in which copyright subsists, and any images, designs, trade marks, patents, or trade secrets, and any associated rights) contained in or constituting that entry in connection with the Promotion. By submitting an entry, each entrant consents to any dealings the Promoter or its sublicensees may have with the entry content under the foregoing licence that may otherwise infringe their moral rights (including rights of attribution and integrity or against false attribution).



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PRIZES

21. One winner will receive:
 - a. VIP Cabana experience with three (3) friends at The Westin Brisbane's exclusive Nautilus Beach Club
 - b. The prize is valued at (\$478) and includes: Malfy Gin cocktail spritzes, a Mediterranean-inspired seafood menu and a private cabana for four people.
22. Total prize pool value is at approximately \$478 AUD (including GST.) The total prize pool is determined by an international exchange rate as of Tuesday 31 January 2023.
23. The winner will be required to agree to the current Booking Conditions at the time of booking including any applicable policies or waivers that are in place at the time.
24. The Prizes are strictly non-transferable to another person, trip or redeemable for cash.
25. The Prize must be fully booked/redeemed on February 22.
26. The Promoter reserves the right to replace the Prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control makes it necessary to do so.
27. The winner is responsible for ensuring that they have valid passports, and any required visas, vaccinations and travel documentation.

JUDGING AND NOTIFICATION

28. Entries will be judged by a judging panel comprising representatives of the Promoter. Entries will be judged on originality.
29. Judging of all entries received during the Promotion Period will take place at Level 1, 231 Smith St, Fitzroy, Victoria 3065 at 11:00 (AEDT) on Monday 20 February 2023. The judges will judge all complete, eligible entries received during the Promotion Period in accordance with the judging criteria. The best complete entry, as determined by the judges, will be declared the provisional winner. The Promoter will draw five (5) reserve entries and record them (in order drawn) in case an invalid entry or ineligible entrant is drawn as a winner or the winner is unable or unwilling to accept the prize.
30. Provisional Winners of this competition will be notified via email to their nominated email address by 11:00 (AEDT) by Thursday 23 February 2023.
31. In this email the winner will be sent instructions to redeem their prize.
32. If requested by the Promoter, entrants and provisional winners must provide proof of identity, proof of age and proof of residency to verify their entry (**Proof of Identity**). Identification considered suitable for verification is at the Promoter's discretion.
33. The winner must have a valid Australian driver's license and passport and be available to travel to New Zealand on the specified dates.
34. If an entrant/provisional winner fails to provide Proof of by the time and date stipulated by the Promoter, their entry/prize claim will be deemed invalid at the Promoter's discretion.
35. The winner will be listed (by first name and surname Initial only) at the base of the Broadsheet '[Terms of Service](#)' page for 60 days from Friday 3 March 2023.
36. This prize is non-transferable, non-refundable, cannot be sold, exchanged for cash.
37. If the winner cannot be contacted, or does not reply to the Promoter's notification within 14 days of receipt, the Promoter may (in its sole discretion) disqualify their entry and name the next best entry provisional winner in their place.
38. Once a provisional winner is deemed by the Promoter to have complied with these Conditions of Entry, they will be declared a winner and the Promoter will deliver the prize (to the address provided during the verification process) within 28 days of the winner's entry being verified and accepted.
39. The Promoter takes no responsibility for an incorrect address being provided when entering the promotion or during the notification and verification process, and (once dispatched) the Promoter is not liable for any prize that has been lost, stolen, damaged or tampered with in any way.

GENERAL

40. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
41. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
 - a. Fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b. Tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
 - c. Submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;



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- d. Acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
 - e. Engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter. This includes where entrants share receipts or product labels to enter the Promotion or where entrants use multiple names or addresses to register multiple entries.
- 42. All entries will be the property of the Promoter (excluding intellectual property rights, other than as expressly set out in these Conditions of Entry) and will not be returned.
 - 43. If for any reason any aspect of this Promotion does not run or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to applicable law.
 - 44. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, entrants accept that risk for themselves.
 - 45. The Promoter and associated agencies and companies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
 - 46. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
 - 47. The Promoter's decisions in relation to the Promotion are final and no correspondence will be entered into.

PERSONAL INFORMATION AND PRIVACY

- 48. The details contained in your entry are protected by security safeguards detailed in the Promoter's Privacy Policy, which is available at <http://www.broadsheet.com.au/melbourne/info/privacy-policy>
- 49. Your privacy is important to us. Your information is collected by Broadsheet Media Pty Ltd (Broadsheet) and will be used and held in accordance with our [Privacy Policy](#). Information you provide will be used for the purpose of conducting this promotion, sending you our newsletter, keeping in touch with you about news and information. Broadsheet may disclose your information to companies and agencies in connection with this promotion or as set out in the [Privacy Policy](#). If you consent, we may also provide your information to third party organisations for marketing purposes. You may remain anonymous. If you do not provide information, we may not be able to provide you with certain information, products or services. To access or change your information, please contact us using the details set out in our [Privacy Policy](#).
- 50. You can contact the Promoter's Privacy Officer if you would like the details of the personal information that the Promoter may hold about you or if you would like to be corrected. Our Privacy Officer's contact details are:
Privacy Officer
Level 1, 231 Smith St
Fitzroy, VIC 3065
- 51. By entering this competition, you are subscribing to the Broadsheet newsletter database.
- 52. For the purposes of this promotion, we will provide the information we collect to Malfy Ginwho may then also contact you for marketing purposes. You will be able to opt-out of future contact from Malfy Ginif you hear from them. You may remain anonymous, however if you do not provide the information requested by us, we may not be able to provide you with certain information, products or services.