

# WIN THE ULTIMATE PINK PRIVATE SUITE EXPERIENCE

## Terms and Conditions

### Participation

1. This competition ("**Competition**") is conducted by Berkley Insurance Company ABN 53 126 559 706 (limited company incorporated in Delaware, USA) t/as Berkley Insurance Australia ("**Promoter**") of Level 7, 321 Kent Street, Sydney NSW 2000.
2. All entry instructions and prize information published by the Promoter form part of these terms and conditions. By entering, entrants accept these terms and conditions.
3. Except for employees of the Promoter, the Competition is open to persons who: (i) are Australian residents aged 18 years or older at the time of entry; and (ii) are authorised by the Promoter and registered to use the Promoter's bindIT platform ("**Eligible Entrant**").
4. Competition entry opens 9:00am on Tuesday, 8 August 2023 and closes 11:59pm on Sunday, 17 September 2023 ("**Entry Period**"). Unless otherwise stated, all times are AEST.

### Entry

5. In these conditions:
  - (a) "**Competition Website**" means <https://berkleyinaus.com.au/competition-terms-conditions/>
6. To enter the Competition, an Eligible Entrant must, during the Entry Period provide their name, email, contact number and organisation details by completing and submitting the Promoter's Competition Entry Form, which is accessible through email correspondence sent by the Promoter to the Eligible Entrant.
7. To be a valid entry, the Eligible Entrant must, during the Entry Period, provide all details required by the Promoter. Entrants may only enter the Competition in their own name. Limit of one (1) entry per person. Any subsequent entry from the same person after the first valid entry is received will be deemed invalid. No entries will be accepted outside the Entry Period.
8. After a making a valid entry, the Eligible Entrant (depending on when their valid entry is made) will be able to participate in and submit a response to the following trivia rounds (each a "**Response**"): (i) the General Knowledge Trivia Round running from 22 August 2023 to 27 August 2023; (ii) General Liability Trivia Round running from 29 August 2023 to 3 September 2023; (iii) BindIT Trivia Round running from 5 September 2023 to 10 September 2023; and (iv) Bonus Trivia Round running from 12 September 2023 to 17 September 2023 (collectively, "**Trivia Rounds**"). Limit of one (1) Response per Eligible Entrant for each Trivia Round.
9. Responses to the Trivia Rounds must be received during the time specified for each round in clause 8 above otherwise they will not be accepted. Entries and Responses will be deemed received at the time that the Promoter is satisfied that all necessary requirements under clause 6 and clause 8, respectively, have been met and not at the time of submission by the Eligible Entrant. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or Responses, or delays or failure in any equipment or service used to administer this Competition.
10. Each Eligible Entrant warrants and agrees that they have created the entry and Response themselves and they are entitled to reproduce and exploit all underlying works in the entry.
11. Each Eligible Entrant acknowledges and agrees that the Promoter has the right, in its absolute discretion, to edit, amend, copy, reproduce, use, publish, broadcast and communicate to the public, the entry or Response in any media, without any further consultation, reference, payment or other compensation. Each Eligible Entrant also agrees that they will not make any claim against the Promoter arising from the exercise of these rights, including claims in relation to any moral rights that they may otherwise have.

12. The Promoter may, in its absolute discretion, declare any entry or Response invalid or disqualify any entrant that submits an entry or Response that is incomplete or not in accordance with these terms and conditions, or otherwise acts in a manner that is dishonest or calculated to adversely impact the fair and proper conduct of this Competition.
13. The Promoter reserves the right to require an entrant to verify the validity of their entry within the requested time, including but not limited to an entrant's identity, contact details, association to an organisation, and authorisation to use bindIT. The Promoter reserves the right to disqualify any entrant who does not satisfy any entry criteria in these terms and conditions. Errors and omissions may be accepted at the Promoter's discretion. Proof considered suitable for verification is at the Promoter's discretion.

## Judging and Prize

14. This competition is a game of skill and chance plays no part in determining the winners.
15. There are five (5) Prizes to be won (each, a "**Prize**"). Minor Prize 1, Minor Prize 2, Minor Prize 3, Minor Prize 4, and The Grand Prize. All Prize judging will take place as follows:
  - (a) Minor Prize 1: All valid Responses received during the General Knowledge Trivia Round will be judged by the Promoter's judging panel on 28 August 2023 on the following basis: (i) 5 points for each correct answer to multiple choice questions; and (ii) 10 points for each free text question for the Eligible Entrant who provides the Response with the best and most accurate answer to that question. The Eligible Entrant who submits the Response that achieves the highest total score for the General Knowledge Trivia Round will be the winner and will receive Minor Prize 1. The total value of Minor Prize 1 is \$88.00.
  - (b) Minor Prize 2: All valid Responses received during the General Liability Trivia Round will be judged by the Promoter's judging panel on 4 September 2023 on the following basis: (i) 5 points for each correct answer to multiple choice questions; and (ii) 10 points for each free text question the Eligible Entrant who provides the Response with the best and most accurate answer to that question. The Eligible Entrant who submits the Response that achieves the highest total score for the General Liability Trivia Round will be the winner and will receive Minor Prize 2. The total value of Minor Prize 2 is \$88.00.
  - (c) Minor Prize 3: All valid Responses received during the BindIT Trivia Round will be judged by the Promoter's judging panel on 11 September 2023 on the following basis: (i) 5 points for each correct answer to multiple choice questions; and (ii) 10 points for each free text question for the Eligible Entrant who provides the Response with the best and most accurate answer to that question. The Eligible Entrant who submits the Response that achieves the highest total score for the BindIT Trivia Round will be the winner and will receive Minor Prize 3. The total value of Minor Prize 3 is \$88.00.
  - (d) Minor Prize 4: All valid Responses received during the Bonus Trivia Round will be judged by the Promoter's judging panel on 18 September 2023 on the following basis: (i) 5 points for each correct answer to multiple choice questions; and (ii) 10 points for each free text question to the Eligible Entrant who provides the Response with the best and most accurate answer to that question. The Eligible Entrant who submits the Response that achieves the highest total score for the Bonus Trivia Round will be the winner and will receive Minor Prize 4. The total value of Minor Prize 4 is \$88.00.
  - (e) The Grand Prize: All valid Responses received for the General Knowledge Trivia Round, General Liability Trivia Round, BindIT Trivia Round and Bonus Trivia Round will be judged on 21 September 2023 by the Promoter's judging panel. Subject to clause 16, the Eligible Entrant who submits the Responses across the Trivia Rounds that achieves the highest aggregate score (using the criteria in (a), (b), (c) and (d) above) will be the winner and will receive The Grand Prize. The total value of The Grand Prize is \$4,300.00 (depending on the Prize winner's location).
16. In the event two (2) or more Eligible Entrants are tied on the highest aggregate score, these Eligible Entrants will participate in a tie break trivia round to determine the winner of The Grand Prize ("**Tie Break Round**"). The Tie Break Round will involve the Eligible Entrants being asked to respond to a further question provided by the Promoter within the time specified by the Promoter ("**Tie Break Question**"). The Eligible Entrant who is determined by the Promoter's judging panel to have provided the best and most accurate answer to the Tie Break Question will be the winner of The Grand Prize.

17. Minor Prize 1, Minor Prize 2, Minor Prize 3 and Minor Prize 4 is either 2 x Gold Class Event Cinema Tickets or 2 x Gold Class Village Cinema Tickets (depending on the winner's location and/or preference).
18. The Grand Prize is a trip for two (2) adults (i.e. the Prize winner and their nominated travelling companion) in March 2024, consisting of:
  - (a) Pink Concert Private Suite Experience for two (2) adults on Saturday, 16 March 2024 including tickets to the Promoter's private suite to attend the Pink Concert at Accor Stadium, Sydney Olympic Park;
  - (b) two (2) adult economy class airfares from the winner's nearest Australian capital city to Sydney, New South Wales departing Saturday, 16 March 2024;
  - (c) two (2) adult economy class airfares from Sydney, New South Wales to the winner's nearest Australian capital city departing Sunday, 17 March 2024; and
  - (d) one (1) nights twin share accommodation of the Promoter's choice for two adults in Sydney, New South Wales in a minimum 4 star hotel. Check in: Saturday, 16 March 2024. Check out: Sunday, 17 March 2024.
19. All components of a The Grand Prize must be taken together when offered with two adults travelling together on the same routing as a single trip booked by the Promoter. The Grand Prize cannot be used in conjunction with other travel discounts or special offers, and frequent flyer points will not be accrued. The trip must coincide with the Pink Concert on Saturday, 16 March 2024 at Accor Stadium, Sydney Olympic Park. In the event that the dates of the Pink Concert change, the trip dates specified will change to align with the event. Except as expressly stated, any part of The Grand Prize that is not taken for any reason or is not taken at the time stipulated by the Promoter is forfeited, and cash will not be supplied in lieu of that part of a Prize.
20. The Promoter may judge valid Responses that are considered to have the next best Response to any particular Trivia Round and record them in order to use in the instance an invalid entry or ineligible entrant is selected, or if a Prize is not claimed in accordance with these terms and conditions ("**Reserve Winners**").

## Provisions Applicable to Prizes

21. The total Prize pool is valued at \$4,652.00 including GST (depending on the place of departure of the Prize winners). A Prize's value is the recommended retail value provided by the relevant supplier. The Promoter takes no responsibility for any variation in a Prize's value due to changes in the recommended retail value or otherwise.
22. Flights and accommodation are subject to booking and availability. All bookings will be arranged for the winner and their travelling companion and are subject to the travel supplier's terms and conditions.
23. The winner and their travelling companion are responsible for ensuring that they have all necessary documents, permissions and meet any COVID-19 testing and vaccination requirements (unless exempt) to travel to the relevant destination.
24. Where part of a Prize involves the winner and their travelling companion attending an event, if any part of the event is abandoned, called off, varied or postponed for any reason, that part of the Prize may be forfeited without compensation at the Promoter's discretion, subject to the approval of any relevant gaming authorities, where required.
25. Any additional costs not expressly stated, but which may be incurred in accepting and using a Prize, are the responsibility of the winner and their travelling companion. This includes but is not limited to travel costs to and from the point of departure, excess baggage, any meals and drinks, transfer costs, insurance (such as travel insurance), medical or health related services, additional accommodation, extension of stay, and other ancillary costs. These are the responsibility of the winner and their travelling companion.
26. No compensation will be payable if a winner or their travelling companion is unable to take any element of a Prize, or does not satisfy any conditions of use for any element of a Prize. Any part of a Prize that is not taken for any reason is forfeited and no compensation will be provided.
27. If a Prize (or part of a Prize) is unavailable for any reason, the Promoter may, in its absolute discretion, substitute alternative goods or services of equal or higher value, subject to the approval of any relevant gaming authority, where required. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a Prize (or part of a Prize) is unavailable for any reason.

28. Other than as expressly stated in these terms and conditions, a Prize is non-transferable, non-refundable, non-exchangeable, non-replaceable, and non-redeemable for another Prize including cash, except at the Promoter's discretion and subject to relevant legislation.

## Prize Winner

29. Each Prize winner will be notified by a phone call and email one (1) day after the judging for the relevant Trivia Round using the details provided in their entry. The notification will include instructions as to how the winner can receive their Prize. The names of the winners will also be published on the Competition Website at the same time of notification.
30. The Prizes will only be awarded following any winner validation and verification that the Promoter requires in its absolute discretion.
31. If: (i) a Prize is forfeited for any reason; or (ii) the winner is determined by the Promoter to be ineligible to win the a Prize in accordance with these terms and conditions, the relevant Prize will be forfeited and instead awarded to the Eligible Entrant from the list of Reserve Winners.
32. The resulting Reserve Winner will be notified by a phone call and email using the details provided in their entry within 2 business days of judging the winner. The name of the resulting Reserve Winner will also be published on the Competition Website.

## General

33. If for any reason this Competition is not capable of running as planned, the Promoter reserves the right to cancel, terminate, modify or suspend the Competition, subject to the approval of any relevant gaming authorities, where required.
34. The Promoter assumes no responsibility for:
- (a) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers;
  - (b) any theft, destruction or unauthorised access to, or alteration of such communications;
  - (c) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition;
  - (d) any incorrect or incomplete information which may be communicated in the course of administering this Competition (whether as a result of one of the above causes or otherwise); or
  - (e) any delay in delivery (when not directly caused by the Promoter or its supplier), or failure of safe delivery of a Prize.
35. If any dispute arises between you and the Promoter concerning the conduct of this Competition or claiming a Prize, the Promoter will take reasonable steps to consider your concerns, taking into account any facts or evidence put forward, and to respond to it fairly within a reasonable time. All of the Promoter's decisions in relation to all aspects of this Competition are final and no further correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
36. To the full extent permitted by law, the Promoter excludes all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or a Prize, including without limitation: (i) any indirect, special, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; and (iii) any liability for personal injury or death. To the extent that such liability cannot be excluded by law, it is limited to the minimum allowable by law. The Promoter may request that a winner signs and returns a deed of release to this effect as a condition of a Prize being awarded.
37. The Promoter may communicate or advertise this Competition using social media platforms i.e. Facebook and LinkedIn ("**Social Media Platform**"). Each entrant completely releases the Social Media Platforms from any and all liability in relation to this Competition, and acknowledges that this Competition is in no way sponsored, endorsed or administered by, or associated with, any Social Media Platform. Eligible Entrants provide their information to the Promoter and not to any Social Media Platforms.

## Privacy Statement

38. Entrants' personal information is collected from them by or on behalf of the Promoter to enable the Promoter to manage, administer and promote the Competition and, where applicable, publicise the winner. The personal information may also be provided to persons assisting the Promoter, including prize suppliers and media outlets. By participating in the Competition, Eligible Entrants consent to the use and disclosure of their personal information.
39. If an Eligible Entrant does not provide the personal information the Promoter requests, the Promoter may not be able to enter them into the Competition. All personal information is handled in accordance with these terms and conditions, and the Promoter's Privacy Policy (which is available online at <https://berkleyinaus.com.au/privacy-policy/>). Information about how to access or correct the personal information that the Promoter holds about you, or complain, can also be found in the Promoter's Privacy Policy.