

Strummingbird Date Announce Ticket Giveaway Promotion Terms & Conditions ("Conditions of Entry")

Schedule	
Promotion:	Strummingbird Date Announce Ticket Giveaway Promotion
Promoter:	Kicks Entertainment Events Pty Ltd, Lower Ground, 223 Liverpool Street, Darlinghurst NSW 2010, ABN: 58 155 382 326, info@kicksentertainment.com.au
Promotional Period:	Start date: 21/07/2025 at 2:00PM AEST End date: 29/07/2025 at 12:00PM AEST
Eligible entrants:	Entry is only open to Australian residents who are 18 years and over.
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, comment on the Instagram Post posted by @strummingbirdfestival on 21/07/2025 at 2:00PM AEST, which include the mention of another Instagram account and their desired Strummingbird Location, either by State or Town name; and fully complete and submit the presale database signup form on https://strummingbird.com.au/ with their personal details (first name, last name, date of birth, preferred location, email address and phone number).
Entries permitted:	Only one (1) eligible entry per person will be accepted. By completing the entry method, the entrant will receive one (1) entry.
Total Prize Pool:	AUD \$1,139.40

Prize Description	Number of this prize	Value (per prize)	Winning Method
The prize is 2 x adult tickets to the Strummingbird 2025 event of their choosing.	3	AUD\$379.80	Draw: computerised random selection - 29/07/2025 at 3:00pm AEST

Prize Conditions:	- This prize is for or relates to tickets to the Strummingbird at Sunshine Coast on 25/10/25 or Newcastle on 1/11/25 or Perth on 2/11/25 (the "Event"). If the winner is unwilling or unable to attend at the designated time for an Event, they forfeit the prize and the Promoter is not obliged to substitute the prize. - The Event ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize. The Promoter will not be liable and takes no responsibility for any refusal of entry by the venue of any person for any reason - All costs associated with travel to and from the Event will be the responsibility of the winner and their guests for the prize. - The winner and their guests must be 18 years or older to claim the prize. Valid ID is required for entry to the venue. - Dress standards apply (at the discretion of the venue). - Responsible services of alcohol laws will be strictly enforced. - If any part of the Event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their guests, if applicable) forfeits all rights to attend the relevant Event and no cash or alternative tickets will be substituted for that element of the Prize. - If the Prize involves the winner and any guests attending an Event, meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their guests) to meet that person or failure of that person to attend the function, for whatever reason.
Winner notification:	The winners will be contacted by Instagram direct message from the @strummingbirdfestival account on the day of the draw. They will be required to respond with their email in order to accept the prize.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). 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.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies 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. Draw:
 - a) The draw will take place using computerised random selection.
 - i) The first 3 valid entries drawn will be the winners of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) 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.
6. All reasonable attempts will be made to contact the winner.
7. If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as 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.
8. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. 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.
11. 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.
12. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. 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.
13. Entrants' personal information will be collected by the Promoter directly or through its agents or contractors. By entering, the entrant consents to the Promoter keeping personal information on its database. The Promoter may use this information to conduct and manage the Promotion and for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter will handle personal information in accordance with its privacy policy which is located at <https://strummingbird.com.au/privacy-policy/>. 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, to communicate with the entrants or in storing data and to the State and Territory lottery departments as required under the relevant lottery legislation. This may include disclosures to organisations outside Australia including in places such as the Philippines, New Zealand, the UK and the Netherlands. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim

a prize in the Promotion. The Promoter's direct marketing communications will, where required by the Spam Act 2003 (Cth), contain a functional unsubscribe functionality that the entrant may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of the Promotion.

14. 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).
15. 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.
16. 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.
17. 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.
18. 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). For the sake of clarity, this clause shall not apply where the Promoter has contributed to or caused such loss, expense, damage, personal injury or death and shall not apply to any liability which cannot be excluded by law (in each case the Promoter's liability is limited to the minimum allowable by law).
19. Unless otherwise specified, a prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.
20. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
21. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.