

**Win Your Dream Wedding
Hooray! Mag x Brown Brothers
Terms and Conditions**

Section 1 - Summary

1. Entry opens at 12.30 pm on 01 October 2019 (**Opening Time**). To enter, simply tell us Tell us why you'd love to be married at Brown Brothers Winery in 100 words or less by midnight on 31 October (**Closing Time**).
2. The winner will be the eligible entrant who submits the most creative entry as assessed by the judges. Winner will be notified via the personal details supplied with their entry and announced on our Facebook and Instagram page on 11 November 2019.
3. The winning couple have until 11 December to select their wedding date based on current availability at (11 November). Saturday weddings from 1 February until 30 May 2020 are not available. The Brown Brothers Wedding Coordinator will make contact with the winner to provide 2020 availability once the competition concludes. If the wedding date is beyond 2020, additional fees may apply.
4. The prize is non-transferrable and not redeemable for cash.
5. Entries via online only and will be judged by HOORAY! and Brown Brothers. The judges' selection is final, and no further correspondence will be entered into.
6. The wedding will be held at the Brown Brothers Winery, Milawa, on the mutually agreed date. If the couple wish to have their wedding on a different date, then this will be based on availability and additional surcharges may be applied. By entering this competition, you are agreeing to this.
7. Flights or travel from inside the Victoria or interstate is not included.
8. There is only one winner. No runner-up prizes.
9. The package for this prize is fixed and is non-negotiable. Any deviation from the offered prize, including guests above 100 (inclusive of wedding party) will be at the winner's cost.

Section 2 - Participation

10. An entrant is eligible to win the prize if they:
 1. are 18 years old and over;
 2. are a permanent resident of Australia;
 3. are not an employee of:
 - i. the Promoter; or
 - ii. any corporations or agencies related to the Promoter; and
 4. are not a spouse, de facto spouse, parent, child or sibling (whether natural or by marriage or adoption) of a person who is an employee.
11. This promotion is conducted, and the prize is administered by, HOORAY! Magazine (Hooray Pty Ltd) ABN 67 621 504 961 and Brown Brothers Winery ABN 56 005 349 235 (collectively, the **Promoter**).
12. This promotion is a game of skill, and chance plays no part in determining the winner.
13. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions. Entry to the promotion constitutes acceptance of these Terms and Conditions.

14. By entering this competition, all entrants give consent to HOORAY! Magazine (Hooray Pty Ltd) ABN 67 621 504 961 and Brown Brothers Winery ABN 56 005 349 235 to contact you for marketing purposes and at times provide you with marketing material that may be of interest to you. We do not sell personal information to other organisations.
15. By Participating in this competition, you agree to your image, wedding photos and story to be used in media, social media and throughout the joint promoter's communications. You also agree to the photos from your wedding be published on HOORAY! Magazine's website (Hooray Pty Ltd).

Section 3 - Entry

16. Entry to the promotion commences at the Opening Time and closes at the Closing Time (**Promotion Period**).
17. To enter the promotion, an entrant must, during the Promotion Period:
 1. go to the Promoter's website at hooraymag.com and click on the promotion link;
 2. complete all of the required data entry fields on the entry form; and
 3. answer the following question in 100 words or less:
"Tell us why you would like to get married at Brown Brother Winery in 100 words or less"
18. An entrant's entry must not be:
 1. late;
 2. incomplete;
 3. incomprehensible;
 4. unlawful or capable of violating any law or giving rise to any civil or criminal action;
 5. obscene or offensive (as judged by the Promoter in its absolute discretion);
 6. threatening or harassing; or in violation of any of the Promoter's policies (including as they relate to the use of the website).
19. Entry to the promotion is limited to one (1) entry per person.
20. Entrants warrant that their entry (including the response and any photos, images or videos (**Entry Material**)) is their own original work, is not copied in any manner from any other work and does not infringe the copyright, moral rights, trademark rights or any other rights of any other person.
21. Entrants retain all ownership in their Entry Material. Other than the Entry Material, entries become the property of the Promoter. By submitting their Entry Material, Entrants grant the Promoter a perpetual, non-exclusive, irrevocable, worldwide, royalty-free, sub-licensable and transferable licence to use, reproduce, distribute, prepare derivative works from and display the Entry Material for the purposes of conducting and promoting this promotion, awarding the prize and advertising the Promoter or this promotion.
22. By entering the promotion, entrants' consent to the use of their Entry Material, including where that use may otherwise infringe an entrant's moral rights in the Entry Material. This use may include, without limitation:
 1. exercising any rights in the Entry Material without identifying the entrant; and
 2. using the Entry Material in a way that results in derogatory treatment (as defined in the *Copyright Act 1968* (Cth)).
23. Each entrant warrants that:
 1. they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions; and
 2. they have consent from each person appearing in the Entry Material (or if that person is under the age of 18, from their parent or guardian).

24. Entries are deemed to be received at the time of receipt by the Promoter (not the time of transmission). The Promoter takes no responsibility for late, lost or misdirected entries or for delays or failures in any telecommunications services or equipment.
25. Entry via the website is free. However, any costs and risks associated with accessing the website and participating in the competition are the responsibility of the entrant.
26. Entrants must make their entries manually. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
27. If an entrant's contact details change between the date on which they enter the Promotion and the date for notifying the winner, the entrant should notify the Promoter of their correct contact details.
28. All entries to the promotion are subject to validation by the Promoter. Entrants agree to, promptly on request and at the Promoter's cost, allow the Promoter to inspect and copy any documents it requests establishing eligibility to enter the Promotion (including, without limitation, evidence of the entrant's age and residence). The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility. In the event that the winner cannot provide suitable proof of eligibility, they will forfeit the prize and no substitution or compensation will be offered.
29. An entry made on behalf of an entrant by a third party or otherwise by proxy, will be invalid.
30. The Promoter may, in its absolute discretion, declare an entry to be invalid if that entry has not been submitted in accordance with these Terms and Conditions.

Section 4 – The Winner

30. There will be one (1) winner determined from all entries received during the Promotion Period. The winner will be chosen by the Promoter on 31 October 2019. The winner will be the eligible entrant who, in the sole opinion of the judges, has most creatively answered the entry question.
31. The Promoter's decisions are final and no correspondence will be entered into.
32. The winner will be notified by using their personal details submitted with their entry and announced on the Promoter's Facebook and Instagram page on 11 November 2019.
33. All reasonable attempts will be made to contact the winner. However, if the prize is not claimed within four weeks from the date of announcement, it will be awarded to another entrant. The winner of an unclaimed prize will be notified in accordance with this Section 4.
34. If the event is cancelled by the winner, the Promoter will use reasonable endeavours to award the prize to another entrant. This will be subject to availability of the venue.

Section 5 – The Prize

30. The prize is valued at \$26,600. The prize includes:
 1. Brown Brothers wedding coordinator to plan and assist to ensure a perfect wedding.
 2. Wedding for up to 100 guests. Additional guests at the winner's cost, up to a maximum of 140 seated.
 3. The use of Brown Brothers onsite bridal cottage for the full day (8:30am – midnight on your wedding day) including a grazing platter, 2 bottles of sparkling and 12 beers.
 4. Onsite ceremony at the Brown Brothers 'Oak Tree' and reception in the Brown Brothers Barn.
 5. Ceremony inclusions: 20 white chairs, 2 wine barrels, signing table, wet weather backup, coordinator, setup/pack down. Exclusive use of the Brown Brothers site for photography.
 6. Reception inclusions: two course reception package including canapes, single drop entrée, alternate drop main, wedding cake as dessert with 5-hour standard beverage package.

Reception set up includes; place cards and menus, seating chart, bentwood chairs with long or round tables, gift table, cake table, tealight candles, table numbers.

7. Wedding Cake of choice made by the Brown Brothers pastry chef up to the value of \$600.
8. Celebrant to the value of \$850.
9. Music to the value of \$1000.
10. Photographer to the value of \$3,000.
11. Florist to the value of \$2,000.

Section 6 – General

31. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way by a cause outside the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, tampering, computer bugs or viruses or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.
32. The Promoter assumes no responsibility for:
 - (i) 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, congestion on any carrier network or otherwise,
 - (ii) any theft, destruction or unauthorized access to, or alteration of such communications;
 - (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition;
 - (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise).
33. Caution: any attempt to cause damage to any website or the information on any website associated with this promotion or to otherwise undermine the fair and legitimate operation of this competition may be a violation of criminal and civil laws. The promoter reserves the right to seek damages to the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
34. All of the Promoter's decisions are final and no correspondence will be entered into.
35. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude 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 prizes, including:
 - (i) any indirect, economic or consequential loss;
 - (ii) any loss arising from the negligence of a Relevant Party;
 - (iii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an entrant's rights under the Competition and Consumer Act 2010.
36. If any provision of these conditions is unenforceable for any reason, it will be severed, and the remaining provisions will remain in full force and effect.
37. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer the Competition and publicise its winners and, if an entrant consents, may be used to market its products to the entrant. The personal information of the winner may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers, and to regulatory authorities. Persons may contact the Promoter by post at the address

stated in condition 1 to request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an entrant does not provide accurate personal information the Promoter may determine that they are not eligible to win a prize.

38. As per the ACT Gambling and Racing guidelines, as well as the Victorian Commission for Liquor and Gambling Regulation guidelines, a promotion permit is not required for a game of skill. This trade promotion is established to be exempt from requiring a permit.