

BIG W x Gabby's Dollhouse Live! Shopping Spree Competition

(the *Promotion*)

TERMS AND CONDITIONS

All information in this document forms part of the Terms and Conditions of the Promotion, including the Schedule and Terms of Entry. By entering the Promotion, participants are deemed to accept these Terms and Conditions.

SCHEDULE

Subject	Terms
Name of Promotion	BIG W x Gabby's Dollhouse Live! Shopping Spree Competition
Promoter(s)	<p>Name: Life Like Touring Australia (Pty Ltd) (LLT)</p> <p>ABN: LLT: 19 942 133 882</p> <p>Address: LLT: Level 3, 175 Liverpool Street, Sydney NSW 2000</p> <p>(together the <i>Promoter</i>)</p>
Event	This Promotion is conducted in connection the live theatrical production of Gabby's Dollhouse Live! (<i>Event</i>).
Permit number(s)	N/A. Game of chance. Total maximum prize pool \$2,340. Competition ONLY open to residents of NSW, WA, VIC, SA, QLD, TAS and ACT.
Eligibility	<p>Entry to the Promotion is open to:</p> <ul style="list-style-type: none"> (a) Competition only open to residents of NSW, WA, VIC, SA, QLD, TAS and ACT who complete a valid competition entry on the gabbysdollhouselive.com/bigw website. (b) participants who meet any age restriction advertised for the Event. (c) Participants 18 years or older (<i>Entrants</i>) (d) Participants must complete all steps and provide required information in method of entry and agree to all terms and conditions. <p>Directors, management and employees (and their immediate families) of the Promoter and its contractors and agencies associated with the Promotion are ineligible to enter. Immediate family 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 first cousin.</p>

State/Territory	Competition only open to residents of NSW, WA, VIC, SA, QLD, TAS and ACT.
Promotional Period	<p>The Promotion starts at 9:00am Thursday 13 February 2025 AEDT and closes at 11:59pm Monday 3 March 2025 AEDT.</p> <p>(Promotional Period)</p> <p>Entries must be received by the Promoter during the Promotions Period. Entries will be deemed to be accepted at the time of receipt and not the time of transmission.</p>
Method of Entry	<p>To enter the Promotion, participants must complete the following during the Promotional Period:</p> <ul style="list-style-type: none"> (a) <i>Spend a minimum of Twenty Dollars (\$20.00 AUD) on Gabby's Dollhouse branded product at any participating BIG W Store.</i> (b) <i>Complete the entry form found at gabbysdollhouselive.com/bigw and upload valid receipt. Valid receipt must be for a purchase made within the promotional period.</i> (c) <i>Accept Terms & Conditions.</i>
Number of entries	Only one (1) entry per valid Twenty Dollar (\$20.00 AUD) receipt is permitted.
Selection of winner(s)	<p>This is a game of chance.</p> <p>The winner will be selected by the Promoter via electronic number randomiser.</p> <p>The Promoter's decision in this matter is final and no correspondence will be entered into.</p> <p>The winner will be selected at the LLT offices on Monday 3 March 2025.</p>
Prize(s)	<p>There will be one (1) winner.</p> <p>Winner will receive:</p> <ul style="list-style-type: none"> (a) 1 x One Thousand Dollar (\$1000.00 AUD) Shopping spree to be held in store on a given day agreed between the Promoter and the winner. (b) 1 x Necessary flights and accommodation paid for up to 4 people including the winner to attend a performance of Gabby's Dollhouse Live! nearest to their residential address, up to One Thousand Dollars (\$1000.00 AUD). (c) 1 x Family Pass (4 x Premium Tickets) to see Gabby's Dollhouse Live! at the closest venue to winner. Choice of performance is subject to availability.
Total prize pool value	Total maximum prize value is AUD \$2,340.
Method of notification	The winner will be notified via email by the Promoter in the week commencing Monday 3 March 2025.
Prize delivery	Prize Delivery will be in the form of email and in person at a participating BIG W store.

<p>Redraw or redetermination of winner(s)</p>	<p>If the winner does not respond to the Promoter via email within 3 days of being notified, the prize will be forfeited and a draw for any unclaimed prize(s) may take place at the end of this 3 day period at the same time and place as the original draw(s), subject to any directions from a regulatory authority. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner(s) (if any) will be notified in writing and any winner(s) of prize(s) valued at over \$500.00 will be published on the Promotional Website or Social Media within 14 days of acceptance of prize and will remain on the Promotional Website or Social Media for no less than twenty-eight (28) days. The Promoter's decision is final and no correspondence will be entered into.</p>
<p>Special conditions</p>	<p>Any additional costs associated with attending the shopping spree or the event will be incurred by the winner.</p> <p>If winner is located in a capital city within a 50KM radius of an available performance of the event, the promoter will provide the accommodation portion of the prize but not flights.</p>

TERMS OF ENTRY

ENTRY

1. Any costs associated with accessing the Promotional Website to enter the promotion are the Entrant's responsibility and is dependent on the Internet service provider used.
2. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
3. Incomplete, indecipherable or illegible entries will not be accepted, as determined by the Promoter in its sole and absolute discretion.

INTELLECTUAL PROPERTY

4. All entries submitted become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all of their rights, title and interest (including copyright) in and to their entry and any other material submitted as part of or in association with an entry (Material) to the Promoter and consent to the Promoter using the entry and Material in any manner the Promoter wishes (including modifying, adapting or publishing the entry and Material in whole or in part or not at all), by way of all media, including, without limitation, posting their entry and Material (whether in original form or a modified or adapted by the Promoter as permitted under this paragraph) on the Promoter's website without payment to the entrant (of royalties, compensation or otherwise). Each entrant warrants to the Promoter that each Entry submitted is an original creative work of the entrant, which does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty and consents to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

PRIZES

5. If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
6. The prize(s) are subject to their prevailing prize terms and conditions as advised by the Promoter and/or any applicable prize supplier.

7. Subject to the unclaimed prize draw, if for any reason any winner does not take and/or participate in the prize (or any part of the prize) at or by the time stipulated by the Promoter in its absolute discretion (as applicable), then the prize (or that component of the prize) will be forfeited. Any and all components of the prize(s) must be taken together and when offered or are forfeited.
8. All costs not expressly stated, but which may be incurred in the acceptance of, attendance at and/or participation in the prize(s) are the responsibility of the winner(s) (and any companion(s)). Such costs may include, but are not limited to, travel to and from the Event or any other prize location and/or accommodation at or near the Event or other prize location, and the winner(s) (and any companion(s)) are responsible for their own transport to and from the Event or other prize location and any costs associated.
9. If the prize(s) include travel, the winner(s) and their companion(s) (if any) must travel together and depart from and return to the same departure point. The winner(s) (and any companion(s)) may not accrue frequent flyer points. Travel is to be arranged by the Promoter or a licensed agent nominated by the Promoter.
10. If the prize(s) include accommodation, the winner(s) may be required to present a credit card at time of accommodation check-in. Accommodation is to be arranged by the Promoter or a licensed agent nominated by the Promoter.
11. If the prize(s) include voucher(s) or card(s), any ancillary costs associated with redeeming the voucher(s) or card(s) are not included unless expressly stated. Any unused balance of any voucher(s) or card(s) will not be awarded as cash. Redemption of the voucher(s) or card(s) is subject to any terms and conditions of the issuer, including those specified on the voucher(s) or card(s), including any expiry date.
12. If the prize(s) include ticket(s) or pass(es), the ticket(s) or pass(es) are subject to the event venue and ticket terms and conditions, including any applicable age restriction.
13. If the prize(s) include a 'meet and greet' opportunity, the 'meet and greet' opportunity is not guaranteed and is subject to the goodwill of relevant personality or group on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that this prize

- (or this part of the prize) cannot be offered for any reason.
14. If the Entry is by way of a Social Media Platform, the prize winner will be contacted through the Social Media Platform where they shared the image and requested to contact the Promoter to provide all further details required including first and last name, postal address and a valid email address.
 15. The winner(s) (and any companion(s)) must follow all directions given by the Promoter, the Event organisers (if applicable) and any other prize suppliers or organisers during the course of their participation in the prize(s). The Promoter, the Event organisers (if applicable) and any other prize suppliers or organisers expressly reserve the right to eject any winner (and/or any companion) for age, health or safety reasons or on the grounds of inappropriate behaviour, including but not limited to intoxication, whilst participating in any component of the prize. If any winner (and/or any companion) fails to participate in the prize in the manner required, as stated in these Terms and Conditions and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.
 16. The Promoter, the Event organisers (if applicable) and any other prize suppliers or organisers reserve the right to require the winner(s) (and any companion(s)) provide proof of identity, including photo identification, before issuing the prize or at any time during their participation in the prize. If any winner(s) are aged under 18 years, their companion (or one (1) of their companions) must be the parent or legal guardian who consented to the winner entering the promotion.
 17. The prize(s), or any unused portion of the prize(s) (if applicable), are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. The prize(s) must be taken as offered and cannot be varied and winner(s) cannot choose their prize (or any part of their prize), unless otherwise specified. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price in Australian dollars including GST (where applicable).
 18. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
 19. In the event of a dispute of the identity of any winner, the winner will be deemed to be the individual who completed the Eligible Activity via the Promotional Website.
 20. As a condition of entering the promotion, Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same), in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
 21. As a condition of accepting a prize, the winner(s) (and any companion(s)) may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event any winner is aged under 18 years, the parent or legal guardian who consented to the winner entering the promotion will be required to sign the legal documentation required under this clause on the winner's behalf.
 22. If a prize (or part of a prize) is unavailable, the Promoter, in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal or greater value in lieu, subject to any written directions from a regulatory authority.
 23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

PRIVACY

24. The Promoter collects personal information (PI) in order to conduct the promotion and may, for

this purpose, disclose such PI to third parties, including but not limited to related entities, agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at

<http://premier.ticketek.com.au/Content/buyers/privacy.aspx>.

25. The Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrants.
26. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their PI, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.
27. All entries become the property of the Promoter. The Promoter may disclose Entrants' PI to selected entities outside of Australia (see the Promoter's Privacy Policy for details).

SOCIAL MEDIA

28. If the method of entry involves the use of a third party social media platform (such as Facebook, Instagram, X or YouTube), the Entrant agrees to hold harmless, defend and indemnify that third party social media platform from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) the Entrant's participation in the Promotion, or (ii) the Entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
29. This Promotion is in no way sponsored, endorsed or administered by, or associated with, any third party social media platform used as a method of entry (including Facebook, Instagram, X or YouTube).
30. Entrants must at all times act in accordance with third party social media platform's requirements and terms of use, including, but not limited to: Facebook (www.facebook.com/terms); Instagram (<http://instagram.com/about/legal/terms/>); and X (<http://support.twitter.com/articles/18311-the-twitter-rules>).

GENERAL

31. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and conditions; (e) any tax liability incurred by a winner or Entrant; (f) if the Event or any other prize event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; or (g) use of or participation in the prize(s).

FOR THE REFERENCE OF LOTTERY DEPARTMENTS ONLY:

- No prohibited prizes will be given away:
 - the prize is prohibited. Cosmetic surgery, tobacco, weapons, dangerous goods and solely liquor prizes must not be awarded;
 - additional requirements apply to the prize. Additional requirements apply and must be stated in the terms and conditions where the prize is travel, cash, real estate, a car, an electrical appliance or liquor. Liquor must comply with liquor legislation; and
 - the nature of the prize being awarded likely to lead to long-term brand engagement.
- Is the promotion open to entry for residents in a single state or territory? Permits are required for all games of chance in:
 - the Australian Capital Territory (ACT), where the prize value is over \$3,000 and no exemptions apply;
 - the Northern Territory (NT) (unless a permit has already been obtained in another jurisdiction) and South Australia (SA) where the prize value is over \$5,000; and
 - New South Wales (NSW) where the total prize pool value is over \$10,000.
- Is the **promotion** open to entry for residents of multiple states or territories? If so, the most restrictive requirements must be adopted. Consider the prize value thresholds or other exemptions from permit requirements, such as website **promotion** in ACT.

Types of trade promotions

A business conducting a trade promotion must know what kind of trade promotion they are conducting so that it complies with the relevant lottery laws and regulations in each state and territory.

There are two types of trade promotions:

- **Games of skill.** These are competitions where there is no element of chance in the competition. An example is where a winner is chosen against set criteria such as their answer to a predetermined question. Games of skill may involve estimating a number or weight, submitting a description of an item or activity or describing or stating reasons for liking something. Skill may also include any event that is judged by people qualified in a field relevant to the event or competition. Examples include:
 - "In 25 words or less tell us why you should win".
 - "Describe your dream holiday".
 - "Submit a photograph that best describes ...".

Games of skill do not require permits in any Australian jurisdiction and are not otherwise subject to lottery laws and regulations because they are not considered "lotteries" (although they must comply with terms and conditions, advertising codes, Australian Consumer Law and the Privacy Act.

- Game of chance.** Games of chance are trade promotions where an element of chance or probability determines the winner(s). Even if only an aspect of the promotion involves chance, the trade promotion will be considered to be a game of chance. Permits are required to be obtained to conduct games of chance in some jurisdictions, and in others, games of chance must comply with mandatory regulatory requirements. For further information.

A business should choose the trade promotion which best promotes its products or suits its business needs and capability. For example, a game of chance may be preferred because it may attract a higher number of entrants. A game of skill may be preferred if the trade promotion is conducted on social media and the promoter does not have time to await approval and permits in every jurisdiction where that is required.

	Is a permit or authority required?	Mandatory requirements?
ACT	Yes, unless in an exemption category, for example: <ul style="list-style-type: none"> Total prize value does not exceed \$3000. It is conducted on a website hosted or advertised in the ACT. 	Yes, even if a permit is not required, in which case promoters must comply with the <i>Exempt lotteries conditions</i> .
NSW	Yes, if the total prize pool value for a single trade promotion is over \$10,000. Gaming authorities may be obtained for a period of 1, 3 or 5 years. Multiple trade promotions may be run under a single authority. Businesses must notify NSW Fair Trading of each gaming activity to be conducted under an authority at least 10 working days before the proposed promotion commences.	Yes, even if any authority is not required, including general requirements of fairness and transparency, a requirement that certain matters be included in the terms and conditions, and availability of prizes and restrictions on prizes.
Qld	No.	Yes, even if a permit is not required, including requirements about method of entry, advertising, prize draws, prohibited prizes and delivery and substitution of prizes.
NT	No, if either: <ul style="list-style-type: none"> Ticket sales or entry fees total less than \$5000. Permit already obtained in another jurisdiction. Yes, if ticket sales or entry fees are over \$5000 and no permit has been obtained in another jurisdiction.	Yes, even if a permit is not required, for example, liquor must not be a principal prize, there are advertising requirements, no employees of the business or their family member can enter, the prize draw must be drawn on the draw date and a statement of income and expenditure must be lodged 2 months after the draw.
SA	Yes, for a major trade promotion (which has retail value of more than \$5000) or instant win lottery.	Yes, even if it is a minor lottery, for example, requirements relating to conduct of the draw, advertising, prizes, electronic drawing systems. There is no longer a requirement to obtain an electronic drawing system approval number for any electronic

	No, for a minor trade promotion (which has a retail value of less than \$5000).	drawing system used to randomly determine winners. However, businesses may be required to provide the SA lottery department information relating to the system used to conduct the draw, if requested.
Vic	No, but must comply with mandatory requirements under the Victorian Regulations.	Yes, even if a permit is not required, for example advertising requirements, winner publication, record-keeping, draw method, prize delivery, second draws and use of personal information. The VCGLR will monitor compliance and can impose penalties of up to 60 penalty units for a first offence and 100 penalty units for multiple contraventions of the mandatory conditions.
Tas	No.	Yes. Cannot have a cost of entry. There should be no cost to enter other than purchasing specified goods or services at the regular price, otherwise it will be considered an illegal lottery under the Tasmanian Act and the promoter will be subject to heavy pecuniary penalties and imprisonment for subsequent offences.
WA	No.	Yes, for example there can be no additional cost for registering on the internet, and the promotion can only be conducted for a maximum of 12 months.

All jurisdictions (other than Tas) require terms and conditions to accompany a trade promotion. For the specific requirements as to what must be included in terms and conditions, as well as in advertising material, see Advertising trade promotions.

Key requirements for trade promotions

There are certain requirements that are common to trade promotions involving an element of chance in almost all jurisdictions. All jurisdictions (other than Tas) impose requirements in relation to all or most of the following:

- **Whether a permit or authority is required** or a threshold as to when a permit or authority is required. For further information, see *When will a permit or authority be required?*
- **The cost of entry, which must be free** (or in Vic, must not exceed \$1.00). It is, however, permissible for a person to purchase a genuine product or service at retail price in order to be eligible to enter.

There are also capped charges for SMS or premium telephone entries in most jurisdictions, and prohibitions against requiring an entrant to call using such a service on more than one occasion.

- **Entrants must have a fair and equal chance of winning.**
- **The trade promotion must genuinely promote the business' goods or services.**
- **Prizes.** For further information about prize prohibitions and restrictions in each jurisdiction.
- **How the prize draw must be conducted.** For further information, see *Prize draw requirements.*
- **How winners must be notified and whether results must be published.** For further information, see *Prize draw requirements.*
- **Time frames within which prizes must be delivered.** For further information, see *Prize draw requirements.*
- **What action can be taken with respect to unclaimed prizes, and when.** For further information, see *Prize draw requirements.*
- **What records associated with the trade promotion must be kept, and for how long.** For further information, see *Prize draw requirements.*
- **What details must be included in the terms and conditions of entry, as well as in any advertising** of the promotion.

When will a permit or authority be required?

A permit to conduct a trade promotion will be required if:

- The trade promotion involves an element of chance. For the difference between games of chance and games of skill.
- The lottery laws in a particular jurisdiction require a permit to be obtained.

If a trade promotion is being conducted on social media or the internet it will transcend traditional state boundaries, and will likely require compliance with the regulations of each state or territory.

States and territories in Australia either:

- Do not require permits to be obtained for trade promotions at all, but are nonetheless subject to mandatory conditions specified in state regulations (Vic, Qld, WA, Tas).
- Employ minimum prize pool or other threshold requirements before a permit or authority is required (NSW, SA, ACT and NT).

For further information.