

## **Strummingbird 2025 User-Generated Content Promotion**

### **Terms and Conditions**

Strummingbird values the energy and creativity of our attendees. With that in mind, we are giving attendees the opportunity to upload photographs or videos taken at our events for use by us in connection with the promotion of our events. If you upload a photograph or video, you will go in the running to win 1 of 3 General Admission Standing double passes (2 x tickets) to a Strummingbird of your choice in 2026

Information on how to submit materials form part of these Terms and Conditions. The submission of materials to us is deemed acceptance of these Terms and Conditions. The promoter is Kicks Entertainment Events Pty Ltd (ABN 58 155 382 326) of Hub Hyde Park, 223 Liverpool St, Darlinghurst NSW 2010 (the “**Promoter**”, “we”, “us”, “our”).

#### **1. HOW TO PARTICIPATE**

- 1.1 Participation is open to all attendees (“Attendees”) of Strummingbird Sunshine Coast 2025, Strummingbird Newcastle 2025 and Strummingbird Perth 2025 (“Strummingbird Events”).
- 1.2 Employees (and their immediate families) of the Promoter and agencies directly associated with this promotion are ineligible to submit materials. “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.

#### **2. HOW TO SUBMIT MATERIALS**

- 2.1 Materials may be submitted from 12:00PM on Tuesday 4 November 2025 (AEST) until 5:00PM on Monday 17 November 2025 (AEST) (the “**Promotion Period**”).
- 2.2 In order to submit materials the Attendee must:
  - (a) attend a Strummingbird Event using a validly purchased ticket; and
  - (b) take photographs or audiovisual recordings at the Strummingbird Event (the “Attendee Materials”); and
  - (c) upload the Attendee Materials to the Promoter via the Google Upload Form located at <https://forms.gle/i3ScPBosxpe1u7UW6>.
- 2.3 Attendees may upload as many Attendee Materials as they wish.
- 2.4 Attendee Materials remain the property of the Attendee. By submitting Attendee Materials to the Promoter the Attendee grants the Promoter the irrevocable, worldwide, perpetual, royalty-free right to use, edit, adapt, create derivative works from, publish, broadcast, communicate, and otherwise exploit the Attendee Materials via any media whether now known or hereafter invented and for any purpose.
- 2.5 The Attendee Materials must be the original work of the Attendee. Attendees warrant that they own or control all rights in Attendee Materials and that all persons recognisable or identifiable in the Attendee Materials have consented to their embodiment in the Attendee Materials. Attendees indemnify the Promoter in respect of any claims, loss, cost, damage, expense, or liability arising out of a breach of these warranties.
- 2.6 The Promoter reserves the right, at any time, to verify the validity of the submission and the details of each Attendee (including an Attendee’s identity) and reserves the right, in its sole discretion, to disqualify any Attendee who the Promoter has reason to believe has breached these Terms and Conditions, tampered with the submission process, or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of this promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of such rights.

#### **3. PROMOTER SELECTION AND USE OF ATTENDEE MATERIALS**

- 3.1 Submission of Attendee Materials does not guarantee use of the Attendee Materials by the Promoter.

- 3.2 The Promoter will review Attendee Materials submitted to the Promoter from time to time and may, but is not obligated to, select certain Attendee Materials for use by the Promoter. The Promoter does not guarantee that all Attendee Materials will be reviewed.

#### **4. Free Tickets**

- 4.1 If an Attendee submits Attendee Materials to the Promoter they will go in the draw to win 2 of 6 General Admission Standing Tickets to a Strummingbird event of the Attendee's choice in the calendar year immediately following the year in which the attendee submitted materials (or, if Strummingbird Events are not run in that calendar year for any reason, in the next calendar year in which Strummingbird events are run).
- 4.2 If an Attendee submits Attendee Materials and is selected as a winner by the Promoter in accordance with clause 4.1 above the Attendee will be notified via email within 30 days of the conclusion of the promotion period.
- 4.3 The Promoter will not be liable in any way to an Attendee who does not respond to the Promoter's email contact attempts and therefore forfeits their Free Tickets and no correspondence will be entered into.
- 4.4 The Promoter reserves the right to request that Attendee provide proof of age and/or identity and/or that the Attendee had a valid ticket to the relevant Strummingbird Event prior to awarding Free Tickets. Identification considered suitable for the verification is at the sole discretion of the Promoter.
- 4.5 It is a condition of accepting Free Tickets that the relevant Attendee may be required to sign a legal release or other form of agreement in a form determined by the Promoter in its absolute discretion. Failure to sign any such release or agreement may result in forfeiture of the Free Tickets (in the Promoter's discretion).
- 4.6 A winning Attendee is entitled to two Free General Admission Tickets only, regardless of how many of the Attendee's Attendee Materials are used by the Promoter or the number of uses of the Attendee Materials made by the Promoter.
- 4.7 Each prize will be worth the face value of 2 x General Admission Standing tickets available for sale to the general public for the relevant Strummingbird event (including GST).
- 4.8 All expenses associated with redeeming the Free Tickets are the responsibility of the relevant Attendee. The relevant Attendee is responsible for all expenses other than the ticket in relation to attending the nominated Strummingbird event, including but not limited to transport to and accommodation at the relevant Strummingbird event, spending money, transfers, meals, drinks, insurance, taxes (including departure taxes), and all other ancillary costs. Travel insurance is the responsibility of the relevant Attendee. The Promoter is not liable for any costs incurred if the Attendee travels without insurance.
- 4.9 The Free Tickets are only valid for the Strummingbird event nominated by the relevant Attendee. It is a condition of accepting Free Tickets that the Winners must comply with all the conditions of use of the Free Tickets.
- 4.10 The relevant Attendees agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.11 Free Tickets are not transferable and cannot be redeemed for cash. The relevant Attendees should seek independent financial advice about any tax implications that may arise from the acceptance of the Free Tickets.
- 4.12 In the event that Free Tickets are no longer available the Promoter reserves the right to substitute the compensation in its discretion to the same and equal recommended retail value.

#### **5. NO LIABILITY**

- 5.1 Any costs associated with submitting Attendee Materials or claiming Free Tickets (such as internet service charges) are the responsibility of the Attendee.
- 5.2 Subject to any restrictions in law and subject to clause 5.4, the liability of the Promoter however arising, whether by breach of any condition or warranty implied by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of one Free Tickets.

- 5.3 The Promoter and its associated agencies and companies will take no responsibility for Prizes damaged or lost in transit, or late, lost or misdirected mail.
- 5.4 Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify any statutory guarantee that cannot be excluded, modified, or limited, including under the *Australian Consumer Law* (the “Non-excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees, and agents) excludes all liability (including negligence), for any personal injury, and any other loss or damage (including loss of opportunity), whether direct, indirect, special, or inconsequential, arising in any way out of the promotion, including but not limited to in connection with:
- (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 submission or Free Tickets claim that is late, lost, altered, damaged, or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - (d) any variation in Free Tickets value to that stated in these Terms and Conditions;
  - (e) any tax liability incurred by a relevant Attendee; or
  - (f) taking/use of the Free Tickets (other than to the extent liability attaches to the Promoter as the promoter of the relevant Strummingbird event attended by the relevant Attendee).
- 5.5 The Promoter and its affiliates accept 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 submissions, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 5.6 If, for any reason, this promotion is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the submission process, take any legal action that may be available, or to cancel, terminate, modify or suspend the promotion, subject to state legislation.
- 5.7 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter’s ability to proceed with the promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic, or pandemic, the Promoter may in its absolute discretion cancel the promotion.

## **6. PRIVACY**

- 6.1 By submitting Attendee Materials, Attendees agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with the Promoter’s Privacy Policy which is available at <https://kicksentertainment.com.au/privacy-policy/> which you acknowledge you have read and agreed to. This privacy policy contains important information regarding how the Promoter handles your personal information, including how you can access and/or correct their personal information, make a complaint about the handling of their personal information and the manner in which the Promoter may disclose personal information overseas. Submission of Attendee Materials is conditional upon providing requested personal information. If an Attendee does not provide personal information when requested, they may not submit Attendee Materials.