

By purchasing a ticket to enter the ICE RINK you (the 'ticket holder'/'participant') agree to the following Conditions of Entry:

1. In these Terms and Conditions of Entry, the 'ticket holder' means the person who purchases the ticket as well as all persons on who behalf the ticket has been purchased.
2. A ticket entitles the ticket holder to entry to the ICE RINK and ASSOCIATED ACTIVITIES in the location the ticket was purchased for use.
3. Tickets are non-transferable & non-refundable.
4. A ticket is only valid for the session(date and time) for which it was purchased.
5. Ice Skating Sessions start promptly at the allocated ticket booking time. If you are running late, your session will not be extended and your session will end at the time specified on your ticket.
6. Entry is recommended to children 2 years and older.
7. Children under 3 years old require a parent, a teen age sibling or guardian to skate with them at all times.
8. Skating At staff reserves the right to request proof of age, and to refuse entry to any participant who refuses to produce such evidence, or who produces such evidence as deemed unacceptable to the Skating At staff, in its absolute discretion.
9. Parent/guardians are responsible for the safety of their children and must actively supervise their children at all times, and acknowledge that the staff of the Skating At cannot supervise persons (including children) who are under the supervision on others.
10. The ticket holder acknowledges and accepts that within and around the ICE RINK and associated activities & infrastructure may be slippery and unpredictable, and may involve the particular risks of slips, trips and falls as well as other risks. In respect to this please refer to the indemnity and release continued in clauses 16 & 17. The participant engages in the even at his or her own risk and acknowledges that there is a possibility that an injury or accident could occur during the participation in the event.
11. The following regulations will apply in that participants are not allowed to:
  - . i) Link 3 or more skaters
  - . ii) Engage in speed or dangerous skating
  - . iii) Carry children on the ice
  - . iv) Chase or play tag
  - . v) Throw or spray ice
  - . vi) Dig holes or damage the ice or barriers
  - . vii) Engage in the event in bare feet either in or around the ice rink (shoes must be worn at all times whilst either in or around the ice rink).
  - . viii) Use phones, iPods or video games while skating.
  - . ix) Swear, or use abusive language
- 11b) Participants MUST:
  - . i) Skate in an anti-clockwise direction unless otherwise advised
  - . ii) Be courteous and respectful to staff and other patrons
  - . iii) Wear socks with the rental skates
  - . iv) Wear shoes with the dual blade children's skates
  - . v) Behave in a careful and reasonable manner whilst on the ice rink including refraining from behaviour which could affect either their safety or the safety of others
  - . vi) Comply with verbal and written staff instructions and warnings and in accordance with all applicable laws and rules in force at the time of

participation. Failure to comply with any of the Regulations may result in the ticketholder being removed from the ICE RINK, ASSOCIATED ACTIVITIES at SkatingAt event venues.

12. SkatingAt events and the operator working on the grounds behalf reserve the right to refuse entry or remove guests from the ICE RINK & ASSOCIATED ACTIVITIES for vandalism, stealing, offensive behaviour, queue line jumping, failure to properly supervise persons under an individual's care, failure to follow safety instructions or failure to comply with the Conditions of Entry.

13. No refunds will apply if the ticketholder leaves prior to the end of the 1-€hour session or use of their ticket.

14. The ticketholder must refrain from behaviour which could affect the ticket holders safety and/or safety of others

15. The ticketholder will be solely liable for any loss or damage occasioned or caused to any persons or property (including the Ice Rink structure & associated activity structures) out of the ticketholders actions or behaviours in the ICE RINK (including their negligent or wilful or unlawful actions.

16a. When you enter SkatingAt Festivals, you enter an area where photography, audio, and video recording may occur. By entering the event premises, you consent to interview(s), photography, audio recording, video recording and its/their release, publication, exhibition, or reproduction to be used for news, web casts, promotional purposes, telecasts, advertising, inclusion on websites, social media, or any other purpose by SkatingAt Festivals and its affiliates and representatives. Images, photos and/or videos may be used to promote similar SkatingAt Festivals events in the future, highlight the event and exhibit the capabilities of SkatingAt Festivals. You release SkatingAt Festivals, its officers and employees, and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication and use of interviews, photographs, computer images, video and/or or sound recordings. By entering the event premises, you waive all rights you may have to any claims for payment or royalties in connection with any use, exhibition, streaming, web casting, televising, or other publication of these materials, regardless of the purpose or sponsoring of such use, exhibiting, broadcasting, web casting, or other publication irrespective of whether a fee for admission or sponsorship is charged. You also waive any right to inspect or approve any photo, video, or audio recording taken by SkatingAt Festivals or the person or entity designated to do so by SkatingAt Festivals. You have been fully informed of your consent, waiver of liability, and release before entering the event.

16b. Any photographs, videos or sound recordings taken by the ticketholder must be for the personal use only. Any use reuse or production of such photographs, videos or sound recordings for commercial purposes without the express written consent from St Mary's Cathedral or the National Winter Festival is strictly prohibited.

17. The ticketholder releases to the full extent permitted by the law of the Crown in Tigh of New South Wales, Queensland, Victoria and Australian Capital Territory The Minister of Finance, Services and property, the Secretary of Planning and Environment and their servants, employees and agents from all claims and demand of every kind resulting from any from any loss, damage, accident or injury (including death) occurring as a result of the ticket holders acts or omissions, or the acts or omissions of any person acting under the control or direction of the ticketholder, or use of the ICE RINK.

18. The ticketholder must not be under the influence of drugs and alcohol and must not be over the legal limit of 0.05% BAC. Patrons deemed to be under the influence will not be admitted. SkatingAt Staff shall have the right at anytime, to remove participants from the ICE RINK & ASSOCIATED ACTIVITIES including due to inappropriate behaviour, or if under the influence of drugs or alcohol due to failure to properly supervise persons under the care of a participant.

19. No food or drink is permitted on or in the ICE RINK.

20. No smoking is permitted on, in or around the ICE RINK & ASSOCIATED

## ACTIVITIES.

21. The ticketholder acknowledges that entry to the ICE RINK is recreational activity and there are risks of injury to the ticketholder and their property. The participant accepts the inherent risks associated with the event and agrees to consider their participation in the responsible manner and with good judgement. By purchasing a ticket you accept these risks and agree that SkatingAt the Crown in Right of the state held in, the Minister of Finance, Services and Property, the Secretary of Planning and Environment and their servants, employees and agents do not have to accept any liability for any injury or damage to personal property suffered as a result of you accepting these risks. This is a risk warning given pursuant to Section 5M of the Civil Liability Act 2002 (NSW).

22. SkatingAt may close the ICE RINK & ASSOCIATED ACTIVITIES at any time on a permanent or temporary basis due to the weather, safety, and any other reason and SkatingAt staff and authorities in its absolute discretion. If the Ice Rink is closed either before or during the session, SkatingAt will provide the participant with a replacement ticket to another session, or refund any money paid by the participant in respect to the ticket. SkatingAt are otherwise not liable to the participant for any other expenses or damages of any kind.

23. Participants with medical conditions are responsible for assessing whether they can participate, and agree to seek medical advice if necessary.

24. SkatingAt will not be responsible for loss of property, and the participant remains responsible for its own property at all times.

25. SkatingAt have a no smoking policy. No smoking is permitted whilst on the Ice Rink.

26. SkatingAt reserve the right to inspect participant's bags at any time for security purposes.

27. Appropriate footwear must be worn at all times whilst on the Ice Rink.

28. SkatingAt reserve the right to modify the conditions of entry at any time.

### Safety Equipment

29. The participant agrees as a condition of entry, to wear all compulsory safety equipment provided for the full duration of the event.

30. The participant agrees to return the safety equipment on departing the event.

31. The participant acknowledges that there is a possibility that an injury or accident could occur during the use of the safety equipment.

32. SkatingAt shall have the right at any time, to retake possession of safety equipment.

## TERMS AND CONDITIONS FOR COMPETITIONS RUN AND MANAGED BY JBS HOSPITALITY AND EVENTS PTY LTD & SKATING AT PTY LTD

1. Eligibility: Sweepstakes (the "Sweepstakes") is open only to those who sign up at the online sweepstakes page and who are 18 years and over as of the date of entry. The sweepstakes is only open to legal residents of Australia and is void where prohibited by law. Employees of JBS Hospitality/Skating At (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all

applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of JBS Hospitality/Skating At as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

3. Sweepstakes Period: Entries will be accepted online starting on or about the selected start date and ending on the selected end date. All online entries must be received by the end date at 11:59PM AEST.

4. How to Enter: The Sweepstakes must be entered by submitting an entry using the online form provided on this Sweepstakes site. The entry must fulfil all sweepstakes requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of JBS Hospitality/Skating At. You may enter only once and you must fill in the information requested. You may not enter more times than indicated by using multiple email addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of JBS Hospitality/Skating At. If sweepstake is held on official Facebook page, This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

5. Prizes: Winners will receive the listed prize. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for JBS Hospitality to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner selection and notification: Winners of the Sweepstakes will be selected in a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered the Sweepstakes with within five (5) days following the winner selection. JBS Hospitality shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering this content you understand that JBS Hospitality, anyone acting on behalf of JBS Hospitality, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: JBS Hospitality reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, JBS Hospitality may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by JBS Hospitality. JBS Hospitality reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. JBS Hospitality has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to;; multiple entries from the same user from different IP addresses;; multiple entries from the same computer in excess of that allowed by sweepstakes rules;; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, JBS Hospitality reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Sweepstakes you agree to receive email newsletters periodically from JBS Hospitality You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering you agree to release and hold harmless JBS Hospitality and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software;; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service;; (iv) unauthorized human intervention in any part of the entry process or the Promotion;; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF AUSTRALIA AND VICTORIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Victoria having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the JBS Hospitality Web Site. To read the Privacy Policy, see below.

13. Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: PO BOX 2210, St Kilda West, 3182, Victoria, Australia. Requests must be received no later than 30 days after the competition has ended.

14. Sponsor: The Sponsor of the Sweepstakes is JBS Hospitality, PO BOX 2210, St Kilda West, 3182, Victoria, Australia.

## JBS Hospitality and Events & Skating At Privacy Policy

This Privacy Policy was last modified on 1<sup>st</sup> August 2015

JBS Hospitality ("us", "we", or "our") operates [www.thestkildabranh.com.au](http://www.thestkildabranh.com.au) (the "Site") including the operation of all social media accounts and competitions. This page informs you of our policies regarding the collection, use and disclosure of Personal Information we receive from users of the Site. We use your Personal Information only for providing and improving the Site. By using the Site, you agree to the collection and use of information in accordance with this policy.

**Information Collection and Use** While using our Site, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to your name ("Personal Information"). At no stage will personal information collected from websites, competitions or in any other form will be provided or sold to a third party. The information will remain for the sole use of JBS hospitality and its respective affiliates.

**Log Data** Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data"). This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics. This data is not currently monitored or used, and will remain anonymous at all times.

**Cookies** Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

**Security** The security of your Personal Information is important to us, but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

**Changes To This Privacy Policy** JBS Hospitality Pty Ltd may update this Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on the Site. You are advised to review this Privacy Policy periodically for any changes.

**Contact Us** If you have any questions about this Privacy Policy, please contact us.