

Hertz® Gold+™: Win Tickets to Live Nation Shows

COMPETITION TERMS AND CONDITIONS

IMPORTANT

The Winner may incur costs and expenses associated with their participation and utilisation of the Prize. See Competition Terms and Conditions for more information or contact the Promoter with any questions you may have.

1. Name of Competition

The name of this competition is:

"Hertz® Gold+™: Win Tickets to Live Nation Shows" (Competition).

2. Promoter

2.1 Hertz Australia Pty Ltd (ACN 004 407 087/ABN 31 004 407 087) of Level 1, 105 York Street, South Melbourne VIC 3205, Australia, is the promoter of this Competition (**Promoter**).

2.2 To contact the Promoter, please email customercareau@hertz.com or telephone the Promoter's customer service line on 1800 550 078.

3. Prize Supplier

3.1 Live Nation Australasia Pty Ltd (ACN 156 286 341/ABN 69 156 286 341) of 111 Cambridge Street, Collingwood VIC 3066, Australia (**Live Nation**).

4. Conditions of Entry

4.1 The entrant agrees and acknowledges that they have read the Competition Terms and Conditions of entry and any Schedules or Annexures to them (**Conditions of Entry**) and that by entering this Competition they are deemed to have accepted these Conditions of Entry.

4.2 Conditions of Entry are subject always to applicable consumer protection laws and none of these Conditions of Entry are intended to exclude, restrict or modify and right or remedy under law.

4.3 The Prize Supplier is not involved in the management or conduct of the competition.

- 4.4 The Promoter is solely responsible for conducting the competition (including handling entries, draws, winner selection, and any permit requirements). The Prize Supplier's only role is to provide or fulfil the Prize for the Winner.
- 4.5 The Prize Supplier will not be liable for any loss or injury suffered by an entrant in connection with the promotion, except to the extent required by law.
- 4.6 By entering, you release the Prize Supplier from any liability arising from the conduct of the Competition.

5. Competition Period

- 5.1 The Competition is open for entry by Eligible Entrants from 00:01am (AEST) on 1 October 2026 and ends at 11:59pm (AEST) on 31 October 2026 (**Competition Period**).
- 5.2 The Promoter reserves the right to extend the Competition end date at any time (subject to regulatory approval). The Promoter will use all reasonable endeavours to publish such change at:
<https://www.hertz.com.au/p/live-nation-tickets>

6. Who may enter the Competition?

- 6.1 The Competition may only be entered during the Competition Period by Eligible Entrants (as defined in clause 6.2. below).

6.2 Eligible Entrants	6.3 The following are not eligible to enter the Competition
Entry is open to persons who are: - Residents of all States and Territories of Australia; - 21 years of age or over; - Hertz Gold+ Members; - (Collectively, Eligible Entrants).	- Persons not Eligible Entrants under Clause 6.2; - Directors, officers, management and employees (and their immediate families) of the Promoter, its associated agencies, franchisees and companies.

7. What must an Eligible Entrant do to enter a Competition?

7.1. To enter the Competition, Eligible Entrants must complete all of the following steps during the Competition Period.

STEPS TO ENTER
1. Be a Hertz Gold+ Member.
2. Collect a Hertz rental vehicle between 1 October 2026 and 31 October 2026.
3. Complete the entry form on the competition landing page and provide the entrant's Hertz Gold+ Member number and Reservation Number at: https://www.hertz.com.au/p/live-nation-tickets

7.2 One entry is permitted per Eligible Entrant. No responsibility is accepted for any entries that are incomplete, late, lost, misdirected or not received by the Promoter within the Competition Period.

- 7.3 Further, the Promoter is not responsible if Entrant's mobile device or computer desktop is not sufficiently capable for the purpose of submitting an entry.

8. The Prize

- 8.1 The Winner will receive two (2) General Admission tickets to a Live Nation event (**Prize**).
- 8.2 The Promoter will provide the Winner with various options of Live Nation events for which tickets can be selected.
- 8.3 If the Prize Supplier confirms to the Promoter that the tickets selected by the Winner are no longer available, the Winner will be required to select tickets from the revised option Live Nation events from which tickets can be selected.
- 8.4 If the scenario anticipated at clause 8.3 occurs again, the procedure set out at clause 8.3 will be repeated.
- 8.5 If the Promoter receives more than two (2) General Admission tickets to a Live Nation event, the Promoter will draw an additional Winner or Winners, as the case may be.
- 8.6 If there is more than one (1) Winner, each Winner will receive 2 (two) General Admission Tickets.

9. Prize Terms and Conditions

- 9.1 Each Winner will receive a maximum of one (1) Prize.
- 9.2 Each Prize is valued at no more than approximately \$600. The Prize Value ascribed in the Table of Prizes is based on the recommended retail value of the prizes (inclusive of GST) as at the date of publishing these Conditions of Entry.
- 9.3 Winners acknowledge and agree that:
- a) the Promoter, at the request of any Winner, will discuss with any Winner whether the Promoter can, in its sole discretion, provide any Winner, a list of the acts or artists which the Winner may choose a preference from, and the Promoter will then, subject to availability of tickets, provide any Winner tickets to the act or artist of their choice from the list mentioned in this clause.
 - b) the tickets which constitute the Prize may be for acts or artists performing at venues that are not situated in the State or Territory in which any Winner ordinarily resides and the Prize does not include, and the Promoter shall not be responsible for payment to, or reimbursement to any Winner for any costs or expenses incurred in or that may be incurred by any Winner or any person, by accepting the Prize travel to and from Live Nation Event, accommodation, food or drink at the experience, costs associated

with or ancillary to utilising the Prize, nor shall the Promoter be liable for any taxes which may be payable as a consequence of receiving the Prize.

c) they will comply with:

- (i) these Competition Terms and Conditions; and
- (ii) the concert ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction of which any Winner acknowledges that they will obtain, review and agree to.

d) the Promoter and event organisers hereby expressly reserve the right to eject any Winner (and/or their companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.

e) they consent to the collection and use of their Personal Information in accordance with clause 11.

9.4 The Promoter accepts no responsibility for any variation in the value of the Prize after the date of publication of the Conditions of Entry.

9.5 A Prize can only be won once by the same Eligible Entrant.

9.6 Neither the Prize as a whole, or any component of it, is exchangeable or redeemable for cash and must not be sold or exchanged by any Winner whether for consideration or otherwise.

9.7 Any Winner shall not be entitled to the proceeds of any insurance policy that the Promoter retains or receives in respect of this Competition.

9.8 If the Prize (or any part of the Prize) is cancelled by the Prize Supplier, the Promoter will provide any Winner a double pass of equal or lesser value to another Live Nation concert, if the Prize Supplier provides the Promoter with a replacement double pass of an equal or lesser value.

9.9 Where a concert is postponed, the Promoter will take reasonable steps to award any Winner tickets to the same concert on the new scheduled date but the Winner acknowledges and agrees that should the concert not be rescheduled or if the circumstances anticipated in clause 9.8 arise, any Winner shall have no claim against either the Promoter or the Prize Supplier.

9.10 The Promoter is not liable for any loss, damage, injury or death suffered as a result of any Winner accepting or using the Prize (or both), except for any liability that cannot be excluded by law.

10. Prize Draw

- 10.1 This Competition is a game of chance and skill plays no part in determining the Winners.
- 10.2 The Prize will be drawn within the first three (3) business days of the month immediately following the dates outlined in section 7.1.2. (the Draw)
- 10.3 The Draw will be conducted at 12pm (AEST) at Level 1, 105 York Street, South Melbourne VIC 3205, Australia.
- 10.4 Winners will be contacted by email on the day of the Draw.
- 10.5 If a Winner does not respond to the email and provide the requested further information within two (2) business days, the Winner will be deemed to have resigned the Prize and the Prize will be considered unclaimed and an unclaimed prize draw will be held.
- 10.6 If due to the Winner having been deemed to have resigned the Prize and the Prize consequently being considered unclaimed, an unclaimed prize draw will be held at Level 1, 105 York Street, South Melbourne VIC 3205, Australia.
- 10.7 In the event of a dispute concerning the conduct of the Competition or claiming the Prize, Eligible Entrants or Winners (as the case may be) must contact the Promoter to attempt to resolve the dispute in good faith.
- 10.8 The Winner's name(s) will be published on the entry from page within 5 business days of the winner confirming their acceptance of the Prize.

11. Collection, Use, Retention and Disclosure of Eligible Entrant's Personal Information

- 11.1 The Promoter will use and collect the Eligible Entrant's personal information, as defined by the *Privacy Act 1988 (Privacy Act)*, to conduct and manage the competition, for promotional and marketing purposes (including for direct marketing), regulatory compliance, to communicate with the Eligible Entrant or to store data.
- 11.2 The Promoter is bound by the Australian Privacy Principles (**APPs**) in the Privacy Act and by entering the competition, the Eligible Entrant is taken to consent to the Promoter's privacy policy which contains information, among other things, about how the Eligible Entrant may access personal information that is held by the Promoter about them and seek correction of such information. For more information, please refer to the Promoter's [Privacy Policy](#).
- 11.3 When collecting and using Eligible Entrant's data in accordance with Clause 11.1, the Promoter may disclose and transfer such information to subsidiary, related companies and third parties, including but not limited to agents, contractors, service providers,

and any company that The Promoter has partnered with to run and operate the Competition.

- 11.4 The transfer of personal information and other related data to organisations outside of Australia may take place for the purposes of data processing and storage.
- 11.5 The Promoter collects personal information about Eligible Entrant's to enable participation in this Competition, for the Promoter's marketing activities and for the other purposes set out at Clause 11, but no further use of an Eligible Entrant's personal information will be made without the prior consent of Eligible Entrants.
- 11.6 The Promoter will disclose personal information to the Prize Supplier for the purpose of providing the Prize to any Winner of the Prize. If the Prize Supplier cannot collect your personal information, it will not be able to provide you with a Prize. The Prize Supplier may also disclose your personal information to and/or collect your personal information from its related companies and third parties who provide or assist the Prize Supplier to provide products and services. By entering the Competition, the Eligible Entrant is taken to consent to the Prize Supplier's Terms & Conditions and its Privacy Policy. For more information, please refer to the Prize Supplier's Terms & Conditions and the [Privacy Policy](#).
- 11.7 By entering the Competition, you consent to the Promoter and/or Prize Supplier retaining your personal information on its database to use for future marketing purposes including promotional, marketing, publicity, research and profiling purposes and contacting you by electronic messaging or telephone. By entering, you consent to receive email or SMS messages from the Promoter and/or Prize Supplier. Information on how to opt-out from this message and/or membership is set out in the Promoter and/or Prize Supplier's Privacy Policy. Entrants can opt-out of marketing at any time by using the unsubscribe link in messages or contacting the Promoter or Prize Supplier.
- 11.8 Eligible Entrants may access, change or update their personal information by contacting the Promoter via 'Contact us' under the respective Privacy Policy. The Privacy Policy also contains information about how individuals may access or correct personal information or make a privacy related complaint.
- 11.9 In the event that an Eligible Entrant, is a Prize Winner, the Eligible Entrant consents to the Promoter using their name, likeness, image or voice (or a combination of these) in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed or supplied (or both) by the Promoter.

12. Limitations on Promoter Liability – Australian Consumer Law

12.1 Each Winner has rights and remedies available to them under the Competition and Consumer Act 2010 (Cth) and consumer protection laws of Australian States and Territories (Australian Consumer Law). The Australian Consumer Law cannot be excluded, restricted or modified by the Promoter. These Conditions of Entry do not intend to exclude, restrict or limit those Australian Consumer Law and to the extent that they do exclude, restrict or limit the Australian Consumer Law, these Conditions of Entry shall be read down so as to give effect to the Winner's rights and remedies under the Australian Consumer Law. To the extent that it is permitted to do so, the Promoter (including its officers, employees, agents and contractors) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation for any:

- a) technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- b) theft, unauthorised access or third-party interference;
- c) Eligible Entry 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) variation in Prize value to that stated at Clause 8.1; or
- e) tax implications.

12.2 If, for reason beyond the reasonable control of the Promoter, this Competition is not capable of running as planned, the Promoter reserves the right at its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.

13. General

13.1 The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or to amend these terms and conditions from time to time, subject to any directions from a regulatory authority and subject to law.

13.2 The Promoter will not be liable for any delay or failure to perform its respective obligations under this Competition if such delay or failure is caused or contributed to by a Force Majeure event. Force Majeure means any event or circumstances which is beyond a The Promoter's reasonable control including but not limited to, acts of God, fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other

catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of public enemy, war (whether declared or not) or other like hostilities, ionizing radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

- 13.3 Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Competition, to Australian dollars, AUD\$ or \$ is a reference to the lawful currency in Australia.

14. Governing Law

- 14.1 These Conditions of Entry are governed by the laws of the State of Victoria, Australia. Entrants submit to the non-exclusive jurisdiction of the courts of that state.