

HOTEL ROSE BAY PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Hotel Rose Bay (75 972 120 069) of 807 New South Head Road ROSE BAY 2029 NSW AUSTRALIA telephone **[02 9371 8161]** (“Promoter”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter, [Hotel Rose Bay], tenants and their employees of the promoter and agencies associated with this 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 1st cousin.
5. Promotion commences on Sunday the 15th of September at 10am and ends at 11.59pm on Monday the 30th of September (“Promotional Period”). All entries must be received by 11.59pm on Monday 30th September
6. Judging will occur at 12pm on Tuesday the 1st of October at Sherlock Creative 41 Thomas Street McMahons Point. The eligible entrants with the most creative response to ‘In 25 words or less why you deserve to win a \$5000 holiday’ will win. There will be a total of four prizes and 9 prize winners. The total prize pool is valued at \$6590. First prize will be awarded to one winner, second prize will be awarded to one winner, third prize will be awarded to one winner and fourth prize will be awarded to six winners.
7. First prize is a \$5000 voucher redeemable at any Flight Centre store unless otherwise specified, second prize is a \$750 voucher for Hotel Rose Bay, third prize is 4 tickets to a degustation lunch of your choice hosted by Hotel Rose Bay, winners will select either a ‘wine and dine’ lunch, valued at \$480 and available on the 13th of the 27th of October. Or the Beer and Bites lunch valued at \$360 and available on the 6th and 20th of October. To book these lunches contact Hotel Rose Bay. Fourth prize a Magnum bottle of Robert Oatley Signature Series Cabernet Sauvignon valued at \$60. Six of these bottles are available and they will be awarded to six prize winners.
8. Prizes are not transferable, exchangeable or redeemable for cash
9. The following conditions apply to the prize(s):
 - a. Any expense outside of the \$5000 Flight Centre voucher will be payable by the customer
 - b. Any expense outside of the \$750 Hotel Rose bay voucher is payable by the customer
10. To enter, individuals must complete the following steps during the Promotional Period:
 - a) Scan the QR code on the back of the entry form, or go directly to the following link: <https://www.rosebayhotel.com.au/win-a-5000-holiday-on-us/>
 - b) Fill out the entry form and tell us in 25 words or less why you deserve to win a \$5000 holiday voucher.
11. Incomplete, indecipherable, or illegible entries will be deemed invalid.
12. Only one (1) entry permitted per person.
13. 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.

14. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
15. Winner(s) will be notified by e-mail within two (2) business days of the Judging. Winner's of prizes valued over \$500 will be published online at hotelrosebay.com.au on 03/10/2019.
16. The Promoter's decision is final and no correspondence will be entered into.
17. If for any reason a winner does not claim a prize (or an element of the prize) within three months of the determination of the winner of a lottery, the promotor will notify NSW Fair Trading and re-determine any winner of the prize in accordance with the directions of NSW Fair Trading.
18. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Total prize pool value is \$6590.
20. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- [Note: see comment in respect of previous clause 18 above]***
21. 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.
22. 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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.
25. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant that does not infringe the rights of any third party;

- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 26. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 27. The promoter is not liable for any loss or damage suffered by an entrant (however caused, including by the negligence of the promoter) in connection to these terms and conditions or the competition. The Entrant is liable for and indemnifies the promoter from and against any loss or damage (including legal fees) however caused, suffered, or incurred by the promoter in connection with these terms and conditions or any act or omission of the entrant.
- 28. All liability for Government charges, expenses, taxes or any other tax or duty is the sole responsibility of each Winner of a prize and each Winner will indemnify the Promoter for any such liabilities the Promoter may incur arising out of the competition.
- 29. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in NSW ("**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.
- 30. 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; or (f) taking/use of a prize.
- 31. As a condition of accepting a prize, each winner must 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.
- 32. The Promoter collects personal information ("**PI**") in order to conduct the competition and may, for this purpose, disclose such PI to third parties, including but not limited to 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 www.ampcapital.com. In addition to any use that may be outlined in the Promoter's Privacy Policy, 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 entrant. The Privacy Policy also contains information about how

entrants may opt out, access, update or correct their PI, how Australian entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (see the Promoter's Privacy Policy for details).