12 STAYS OF CHRISTMAS – FACEBOOK COMPETITION

TERMS & CONDITIONS

1. The promotional period ("Promotional Period") for this promotion ("Promotion") commences AEST 02/12/2019 12:00PM and ends 23/12/2019, 11.59PM. Late entries will not be accepted.

2. Information about the prize and how to enter forms part of these terms and conditions. Taking part in this Promotion constitutes acceptance of these terms and conditions.

3. The promoter is BRISBANE MARKETING PTY LTD, ABN: 86094633262 ("the Promoter").

4. Entry is only open to those aged 18 years or older, as at the date of entry ("Eligible Entrant"). Entrants must provide [their full legal name and email address] ("Mandatory Information") to be eligible to win one of the ("Prize"). The entry will be deemed invalid if the Mandatory Information is not completed at the time of entry.

5. The winner will be notified in writing [via their email address], which will be identified at the time of entry.

6. Whether or not any particular entry is an Eligible Entrant in accordance with these terms and conditions is within the Promoter’s sole and absolute discretion. The Promoter may disqualify any entry from the Promotion which the Promoter deems is not an Eligible Entrant.

7. The directors, officers, management and employees (and their immediate families) of the Promoter and its related bodies are ineligible to enter. Immediate family means any of the following: spouse or domestic partner, ex-spouse or ex-domestic partner, de-facto spouse or ex-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.

8. The competition runs Monday to Sunday during the Promotional Period.

9. Every entry is equivalent to one entry into the draw ("Eligible Entries"). Entries are only valid if submitted during the Promotional Period. Eligible entrants will be automatically entered into the Promotion in their own name during the Promotional Period and the winner will be awarded the prize in accordance with these terms and conditions. Only one entry per natural person during the Promotional Period is permitted.

10. There are 12 Major Prizes in total to be won – the 12 Packages are as follows:
   - For Food and Wine lovers;
   - For Those Who Like to Indulge;
   - For Adventure Seekers;
   - For The Sartorialist;
   - For Couples;
   - For History Buffs;
   - For Shopaholics;
   - For Families;
   - For Music Lovers;
   - For Fun Loving Friends;
   - For The Pampered Pals; and
   - For Art Lovers.
11. Prize Pool

The total prize pool is valued at $12,008 and is split over 12 prize packages. Within each package there are prizes provided from different venues and retailers. Winners will be subject to the individual terms and conditions of each individual venue or retailer, and will be provided with this information if they are announced as a winner.

#1 For Food and Wine Lovers Package (Total Value $1,016)
- 1 x Overnight accommodation for two guests at The Westin Brisbane including breakfast at Eden’s Table. Overnight parking included. Valued at $496;
- 1 x VIP Felon's Brewing Co package inclusive of brewery tour, beer tasting and lunch for two people valued at $150;
- 1 x City Winery Wine Blending workshop for two people valued at $270; and
- 1 x Retail voucher from The Cheese Pleaser valued at $100

#2 For Those Who Like to Indulge Package (Total Value $888)
- 1 x Overnight accommodation for two people at the Sofitel Brisbane valued at $260;
- 1 x QueensPlaza gift card valued at $150;
- 1 x Donna Chang dining voucher valued at $200; and
- 1 x Stephanies Luxury Spa Opal Rasul Steam Temple Experience for two people valued at $278.

#3 For Adventure Seekers Package (Total Value $1,162)
- 1 x Overnight accommodation for two people at NEXT Hotel valued at $275;
- 1 x Double pass Story Bridge Adventure Climb valued at $300;
- 1 x Double pass for 2 hour guided kayak tour valued at $387; and
- 1 x Rebel Sport voucher valued at $200.

#4 For The Sartorialist Package (Total Value $1,125)
- 1 x Overnight accommodation for two people at NEXT Hotel valued at $275
- 1 x Dining experience for two at Black Hide by Gambaro to the value of $250;
- 1 x Mitchell Ogilvie Gift voucher and personal in store shopping experience for 2 people valued at $300;
- 2 x ESQ Male Grooming royal packages (luxury shave wash cut & styled finish) plus 2 x product packs from American Crew value at $300.

#5 For Couples Package (Total Value $1,003)
- 1 x Overnight accommodation for two people at Stamford Hotel valued at $200;
- 1 x High Tea experience for two people at Stamford Hotel valued at $118;
- 1 x Dinner for two people with paired wines at Otto restaurant valued at $315; and
- 1 x 60 minute "Intimate Escape" treatment at Dome spa retreat for 2 people valued at $370.
#6 For History Buffs Package (Total Value $684)

- 1 x Overnight accommodation for two people at Treasury Heritage Hotel valued at $350;
- 1 x Double pass to The Elizabeth Picture Theatre valued at $34.00;
- 1 x Walter's Steakhouse "Walter's Experience For Two" Valued at $300;
- 1 x Exclusive Brisbane Greeters Tour – WWII/American History.

#7 For Shopaholics Package (Total Value $750)

- 1 x Overnight accommodation at Brisbane Hilton inclusive of a Full Buffet breakfast in Vintaged for two people valued at $400;
- 1 x Madame Wu dining voucher valued at $200;
- 1 x COS gift voucher at Wintergarden valued at $150; and
- Paspaley Pearls "Pearl Discovery" experience.

#8 For Families Pacakage (Total Value $2,063)

- 1 x Overnight accommodation for four people at Capri by Fraser including car space. Valued at $1200;
- 1 x Myer Centre Gift card valued at $200;
- 1 x Jimmy's on the Mall gift card valued at $200;
- 1 x Riverlife 2 hour guided kayak tour and 2 hour URB-E Hire for 4 people valued at $300; and
- 1 x Family pass Bowling for 4 at Strike Wintergarden including food and drinks valued at $163.

#9 For Music Lovers Package (Total Value $779)

- 1 x Overnight accommodation for two people at The Adina Brisbane including breakfast at Frisky Goat valued at $229;
- 1 x QPAC gift card valued at $150;
- 1 x Rocking Horse Records gift card valued at $150; and
- 1 x Brooklyn Standard drinks voucher valued at $250.

#10 For Fun Loving Friends (Total Value $1,094)

- 1 x Overnight accommodation for two people at The Pullman including breakfast at Goldfinch valued at $300;
- 1 x Holey Moley double pass including food and drinks valued at $144;
- 1 x David Jones gift card valued at $200;
- 1 x Gresham gift card valued at $300; and
- 1 x Death and Taxes drink voucher valued at $150.
#11 For The Pampered Pals Package (Total Value $850)

- 1 x Overnight accommodation for two people at The Marriott valued at $200;
- 1 x Customs House High Tea experience for two people valued at $150;
- 1 x Jessica James Blow dry experience for two people including beverage and cheese board valued at $260;
- 1 x Grape Therapy wine tasting experience for two valued at $90; and
- 2 x Sheike Wintergarden gift cards valued at $150 each.

#12 For Art Lovers Package (Total Value $674)

- 1 x Overnight accommodation for two people including breakfast at Fantauzzo valued at $300;
- 1 x Double pass to the Brisbane Museum High Rotation valued at $24;
- 1 x Museum of Brisbane gift card voucher for the Museum of Brisbane Shop valued at $200;
- 1 x Public Art Tour from Brisbane Greeters Tour; and
- 1 x Mr Percival's Sunset Cocktail package for two valued at $150.

12. Prizes are non-transferable, non-refundable and non-redeemable for cash or other goods or services.

13. Any additional expenses incurred by the prize winners, other than those outlined in these terms and conditions, are the responsibility of the winners.

14. Prize winners are themselves subject to the specific terms and conditions of the individual prize providers.

15. If the Prize won is not available, the Promoter may substitute the prize with prize items of equivalent value.

16. The winning Eligible Entries will be selected by the Promoter at random. The Major prizes will be drawn on 24/12/19, 10:00AM. Prize packages will be allocated at random based on the numbering of packages (1-12) and the order of which winners are drawn at random.

17. The winners will be notified by email address by the Promoter and their Prizes will be arranged within 14 working days of 24/12/19.

18. The Promoter reserves the right to request that the winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide any proof requested by the Promotor or provides a proof which does not establish the winner's identity, age, residency or entry validity suitable to the Promoter, the winner will forfeit the prize in whole and no substitute will be offered.

19. If a Prize remains unclaimed by 13/01/2020 9:00AM, the Promoter will conduct an unclaimed prize draw for the unclaimed Prize by selecting a winner based on the same criteria in accordance with paragraph 14 by The Promoter.
20. The winner for the redraw for the unclaimed Prize will be notified via email.

21. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

22. The prize remains the property of the Promoter until lawfully claimed by the winner to the satisfaction of the Promoter pursuant to these terms and conditions.

23. The Promoter’s decision is final and no correspondence will be entered into.

24. If this Promotion is not capable of being conducted as reasonably anticipated or is interfered with in any way due to any reason beyond the Promoter’s reasonable control, the Promoter reserves the right, subject to the requirements of any relevant permit authorities for this Promotion, to:
   a. cancel, terminate, modify or suspend the Promotion, where the Promoter deems appropriate; or
   b. disqualify any entrant.

25. The Promoter 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, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. Any entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.

26. As a condition of accepting a prize, the winner must sign any legal documentation in the form required by the Promoter and/or prize supplier in their absolute discretion, including but not limited to a legal release and indemnity form.

27. By entering the Competition, the Eligible entrant warrants that:
   a. the details contained in and with the entry are true and correct;
   b. they have all necessary rights to enable them to accept these Competition Terms and Conditions and grant the rights contained in these Competition Terms and Conditions to the Promoter;
   c. any details, comments or other material they provide to the Promoter will not infringe the rights of any third parties.

28. To the extent permitted by law, the Promoter is not responsible or liable for:
   a. inaccurate/incorrect transcription of entry information;
   b. purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions;
   c. any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;
   d. any variation in Prize value to that stated in these terms and conditions;
   e. the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
   f. unauthorised human intervention in any part of the competition;
   g. electronic or human error which may occur in the administration of the competition;
h. any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss arising in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Prize winner and, where applicable, to any family/persons accompanying a winner; or

i. any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.

29. Limitations of Liability: by participating or entering into the Promotion, except for liability under statute which cannot be excluded, each entrant agrees that Promoter, its subsidiaries, affiliates, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents, will have no liability whatsoever for, and will be held harmless by each entrant for any claims, liability, or cause of action for any injury, loss or damage of any kind to persons, including without limitation property, due in whole or in part, directly or indirectly, from the delivery, acceptance, possession, use or misuse of either Prize, participation in this Promotion, or participation in any Promotion or prize related activity. The Promoter is not liable for any change in value of a prize occurring between the publishing date of these terms and conditions and the date the prize is claimed.

30. The above conditions do not affect, and are not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the prize supplied again.

31. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed. The winner will not be entitled to any fee for participating in these activities.

32. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits for their images and/or voices, as recorded, photographed or filmed during their participation in the prize to appear in any media whatsoever throughout the world for an unlimited period and the winner will not be entitled to any fee for such use.

33. Entrants release Facebook, Instagram and their associated companies from all liability arising in respect of the Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with these entities.

34. Force Majeure: If for any reason this Competition is not capable of running as planned (including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter), which corrupts or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to take any action that may be available, and to cancel, terminate, modify or suspend the Competition. The Promoter reserves the right it its sole discretion to disqualify all entries from any individual who tampers with, or benefits from tampering with the entry process which as a result corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition.

35. The Promoter reserves the right to alter or amend these terms and conditions and/or to cancel the competition at any time prior to the competition opening without further recourse to the entrants.
Privacy Statement:

36. The Promoter collects personal information in order to conduct this Promotion and to provide any goods/services you have requested or purchased. By participating in this Promotion, you also acknowledge that a further purpose for collection of your personal information is to enable the Promoter to use the information to contact you in relation to Brisbane Marketing Pty Ltd. You may opt out at any point by selecting unsubscribe in e-communications.

37. Except as set out in these terms and conditions, personal information collected will be collected, used and disclosed in accordance with the Promoter's Privacy Policy available on request.

38. Entrants are not required to provide personal information, however if you don't, you may not be eligible for this Promotion and the Promoter may not be able to provide you with its goods/services or contact you in relation to this Promotion or any changes to it. If an entrant does not truthfully provide all requested personal information, the Promoter may determine that they are not eligible to win the Prize.