

Park and Cove Noosa's 1st Birthday Prize

Game of Chance – Terms & Conditions

Promotion

Promotion	Park and Cove Noosa's 1st Birthday Prize
Promoter	Mantra Leisure Resort Pty Ltd ABN 119 095 260 trading as Park and Cove Noosa, located at 33A Viewland Drive Noosa Heads, QLD, 4567, Queensland.
Promotion Period	<u>Opens:</u> 1 June 2024 <u>Closes:</u> 30 June 2024

Details of Entry

Eligibility Criteria	<ol style="list-style-type: none">1. be above 18 years of age2. be a resident of Australia and residing in Australia at the time of entry3. be able to accept the Prize in its entirety
Entry Instructions	To make an entry in the Promotion (" Entry "), during the Promotional Period: participants must dine at Park & Cove Noosa for lunch or dinner during the Promotion Period and place their receipt, complete with contact details, into the designated barrel located at the restaurant.
Maximum of Entries	Number Each entrant may submit one (1)

Prize(s)

Prize(s)	<ol style="list-style-type: none">1. Two night's accommodation for two at Peppers Noosa. Welcome Park & Cove room amenities Spa treatment at Stephanie's Ocean Spa. valued at \$ 1,500.00 Breakfast buffet for 2 in Park & Cove Personalised dinner experience for 2 in Park & Cove Noosa
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Total Prize Pool \$1,500.00

Winner(s)

Winner	There will be one (1) winner (Winner)
Selecting the Winner	The Promoter will select the Winner on Monday 1 st July 2024 at 12:00pm
Announcement	The Winner will be announced on Tuesday 2 nd July via email and/or phone

Entries not made in accordance with these terms and conditions will be disqualified.

1 CONDITIONS OF ENTRY

- 1.1 **Promotion Period:** The Promotion will be conducted during the Promotion Period.
- 1.2 **Eligibility Criteria:** Entrants who wish to enter the Promotion must meet the Eligibility Criteria. Should an entrant be deemed ineligible, the entrant may not participate in the Promotion. Directors, managers, employees, officers and contractors of the Promoter and any company or supplier directly associated with the Promoter or this Promotion (each a **Relevant Party**) and their immediate families are ineligible to enter.
- 1.3 **Entry Instructions:** To enter the Promotion, entrants must follow the Entry Instructions and comply with all other applicable requirements on these terms and conditions. The Promoter will not be responsible for any delayed, lost or misdirected communication.
- 1.4 **Maximum Entries:** Entrants can enter the Promotion up to the Maximum Number of Entries. Multiple Entries (where permitted) must be submitted separately and each Entry must individually comply with these terms and conditions. Any Entry made beyond the Maximum Number of Entries by the same entrant will be disqualified.

- 1.5 **Time of entry:** All Entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the entrant. The Promoter takes no responsibility for late, lost, illegible, corrupted or misdirected entries or for any delays or failures in any telecommunications services or equipment. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 1.6 **Cost of entry:** If entry is permitted via website or app, entry is free. However, any costs associated with entering a competition, whether costs of mailing an Entry or accessing an app or website or otherwise, are the responsibility of the entrant and will depend on the service provider.
- 1.7 **Method of entry:** Entrants must make all Entries manually. The Promoter may reject an Entry if it reasonably forms the opinion that the Entry has been made using automated means or by use of a computer entry service.
- 1.8 **Invalid Entries:** The Promoter may invalidate any Entry or prohibit participation by an entrant in this Promotion or the Prize if, in the Promoter's opinion, the Entry or entrant (as relevant):
- (a) is incomprehensible or incomplete;
 - (b) is late or delayed;
 - (c) is (or becomes):
 - (i) obscene, defamatory or libellous, threatening, harassing, pornographic (or containing nudity);
 - (ii) hateful or offensive against any person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference; or
 - (iii) misleading, deceptive, unlawful, fraudulent or damaging to the reputation of the Promoter or any company or supplier related to this Promotion;
 - (d) incites, or is capable of inciting, conduct that would be considered a criminal offence;
 - (e) is in violation of any guidelines, rules or terms of service of any company or supplier associated with the Promotion or any social media platform used to enter the Promotion;
 - (f) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction;
 - (g) fails to produce items as required by these terms and conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way;
 - (h) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
 - (i) has otherwise submitted an Entry that is not in accordance with these terms and conditions.

2 SELECTING THE WINNER

- 2.1 **Selection:** A representative of the Promoter will conduct a computerised random draw from all eligible Entries. The selection is final and no discussions or correspondence will be entered into.
- 2.2 **Notification and announcement:** The Promoter will contact the Winner in writing via email and/or phone within two (2) business day(s) of the date of selection to confirm their eligibility under these terms and conditions and to confirm whether they wish to accept the Prize. The Winner will be announced as set out above in the section titled "Announcement". Should an entrant's contact details change at any time during the Promotion Period and before the final Winner is announced, that entrant must notify the Promoter of their correct contact details immediately.
- 2.3 **Winner publicity:** In accepting a Prize, the Winner agrees to participate in any publicity arrangements made by or on the behalf of the Promoter as reasonably requested by the Promoter (including, but not limited to, providing comments about the Promotion and/or a photograph or audio-visual clip of themselves). The Winner further acknowledges that the Promoter reserves the right to publicise their name, address and photographs in connection with the Promotion without any payment being made to them in respect of this Promotion.
- 2.4 **Redraw:** Subject to applicable law, in the event that a Prize is forfeited and/or remains unclaimed, the Promoter will conduct a further draw and notify the new Winner in accordance with this section 2. The redraw will take place within one (1) business day of a Prize being unclaimed / forfeited.
- 2.5 **Redrawn Winner:** In the event that the new Winner is not eligible or unable to accept the Prize and subject to any applicable Regulations, the Promoter will conduct further redraws until the Prize is awarded.

3 PRIZE – CLAIMING AND CONDITIONS OF ACCEPTANCE

- 3.1 **Claiming a Prize:** To claim the Prize, the Winner must confirm their eligibility under these terms and conditions within **24 hours** of notification that they are a Winner. If a Winner fails to accept the Prize and/or provide proof of their eligibility within this time, the Winner will be deemed to have forfeited the Prize. All forfeits under these terms and conditions are final and no correspondence will be entered into.

- 3.2 **Prize acceptance:** The Prize or any part thereof, must be accepted as awarded and is non-negotiable, non-transferable to another person and non-convertible to cash or credit. For the avoidance of doubt, if a Winner cannot accept the whole or any part of the Prize in accordance with these terms and conditions, the full Prize will be forfeited. Details for claiming the Prize will be provided to the Winner at the time of acceptance.
- 3.3 **Prize value:** The Total Prize Pool is specified above. Any tax implications that may arise from winning any Prize will be the responsibility of the Winner and the Promoter accepts no responsibility.
- 3.4 **Additional Costs:** Unless otherwise stated, all costs associated with the Prize(s) which are not expressly described in these terms and conditions are the responsibility of the Winner. For the avoidance of doubt, unless otherwise stated, the Prize does not include accommodation, flights, transport to and from any Prize component, or any other element not expressly described in these terms and conditions.
- 3.5 **Prize validity:** Each component of the Prize which can only be enjoyed on a particular date(s) (including access or tickets to any event, venue or service on a particular date) is valid only on the scheduled date(s) for that component.
- 3.6 **Event cancellation:** Subject to applicable state or territory regulations (**Regulations**), if any component (including access or tickets to any event, venue or service) included in the Prize is cancelled for reasons outside of the Promoter's control or for reasons related to health and safety, there will be no rescheduling and the Promoter reserves the right to substitute the relevant component with an alternative prize of equal or greater value or treat the component as forfeited and not exchange the component for any other prize.
- 3.7 **Promoter's liability:** The Winner and their guests take part in the Prize at their own risk and, except to the extent caused or contributed to by the Promoter's negligence or wilful default, the Promoter accepts no liability in connection with the Prize once delivered to the Winner, nor in connection with the conduct of the Winner or their guests at any time.
- 3.8 **Prize supplier terms and conditions:** Where the Prize is supplied by a third party supplier or involves access to a third party operated venue, the Prize is provided subject to the terms and conditions of the third party supplier and venue. To the extent permitted by law, neither the Promoter nor its agents will have any liability in relation thereto, and any dispute arising from accepting the Prize must be directed to the third party supplier or venue operator.

4 GENERAL TERMS AND CONDITIONS

- 4.1 **Lost or delayed communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or other communication.
- 4.2 **Non-infringement:** The entrant warrants that their Entry, including any written response and any photos, images or videos (**Entry Material**):
- is their own original work;
 - is not copied in any manner from any other work; and
 - does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.
- 4.3 **Licence to use Entry Material:** Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion for a bona fide purpose on all media now known or later devised, in perpetuity.
- 4.4 **Moral rights:** By entering the Promotion, entrants consent to any use of their Entry Material by the Promoter which may otherwise infringe an entrant's moral rights in the Entry Material because of the Promoter:
- exercising any of the rights in the Entry Material without identifying the entrant; or
 - using the Entry Material in any way that the Promoter reasonably sees fit and for a bona fide purpose that does not aim to personally disparage the entrant, even if it results in derogatory treatment of the Entry Material (as defined in the *Copyright Act 1968* (Cth)).
- 4.5 **Entrant's warranty:** Each entrant warrants that:
- they have the full power and capacity to grant the rights, warranties and consents set out in these terms and conditions; and
 - they have consent to publish the Entry Material from each person that appears in the Entry Material (or if a person appearing in the Entry Material is under the age of 18, from that person's parent or guardian).

- 4.6 **Release:** To the extent permissible by law and except to the extent caused or contributed to by the Promoter's negligence or wilful default, each entrant, including without limitation the Winner, releases the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge (including in respect of any direct, indirect or consequential loss) sustained or in any way incurred by such entrant in connection with the Prize or their participation in the Promotion.
- 4.7 **Social media platforms:** If entries are permitted via a social media platform, the following will apply:
- (a) all Entries must be submitted by the individual entrant using their own social media account;
 - (b) entrants must ensure that the security settings on their account allows the Promoter to contact them in the event that they are a Winner;
 - (c) Entries via social media platforms are subject to the terms and conditions of that social media platform. Entrants agree, if entry and continued participation in the Promotion is via:
 - (i) Instagram, to act in accordance with the Community Guidelines available at https://help.instagram.com/477434105621119?helpref=page_content; and
 - (ii) Facebook, to act in accordance with the Community Standards and the Terms of Use available at <https://www.facebook.com/terms.php>.
 - (d) entrants acknowledge that this Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. Any questions, comments or complaints about this Promotion must be directed to the Promoter (not the social media platform). The Winner and their guests are solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other internet users; and
 - (e) to the extent permitted by law, the Winner and their guests agree to release any and all social media platforms (and their associated agencies and companies) used in conjunction with this Promotion, against any and all losses, claims, costs, expenses and damages (of any nature) which may be incurred by the Winner and their guests in connection with their participation in the Promotion.
- 4.8 **Force Majeure:** Subject to applicable State legislation, neither the Promoter nor any Relevant Party will be responsible or liable for any act, omission, failure or delay by the Promoter or Relevant Party that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other events which are not reasonably within the control of the Promoter or the Relevant Party (as applicable).
- 4.9 **Privacy Notice:** During the course of the Promotion, the Promoter may collect entrants' personal information. This may include, but is not limited to, the names, email addresses, telephone numbers, credit card details and any other details provided by the entrant in the course of participating in the Promotion or, if they are a Winner, in the course of accepting or claiming the Prize, including when staying at or paying for services provided by Relevant Parties. The entrant's personal information is collected for the purpose of conducting the draw, contacting and awarding the Prize to the Winner and to publicise and publish the results of the Promotion.
- 4.10 **Consent to use of personal information:** By entering this Promotion, unless otherwise advised by the entrant, the entrant consents to the Promoter's use and retention of the personal information collected pursuant to section 4.9 above. For details about the Promoter, its related entities, how we may use your information and what your rights are under applicable privacy laws, please see our Privacy Policy, which is available online at <https://all.accor.com/information/legal/data-protection.en.shtml>. The Winner also agrees that the Promoter may share personal information with each Relevant Party (as applicable to each component of the Prize) for the purposes of fulfilling the Prize.