

TERMS AND CONDITIONS FOR THE ALL SEASONS HOTEL REWARDS “WIN A FORD FIESTA” PROMOTION

PROMOTIONAL PERIOD AND PROMOTER

1. The promotional period for the All Seasons Hotel Diamond Rewards “WIN A FORD FIESTA” promotion (the *Promotion*) commences at 8:30am AEST on Monday 6 November 2017 and ends at 7.00pm AEST on Thursday 28 August 2017 (*Promotional Period*).

2. The Promoter for the Promotion is Hedz Pty Ltd trading as All Seasons Hotel Bendigo (ABN 14 078 677 602) of 171-183 Mclvor Road Strathdale, Victoria 3550 (the *Promoter*).

ELIGIBILITY REQUIREMENTS

3. Entry into this Promotion is open to certain members of the All Seasons Hotel Rewards Loyalty Program (*Program*) as provided further in these Terms and Conditions. The Promoter warrants that membership of the Program does not require the entrant to agree to receive any gaming machine advertising (as defined in section 5.7.5(3) of the *Gambling Regulation Act 2001 (Vic)* (the *GRA*)).

4. In order to be eligible to participate in the Promotion, a person must be aged 18 years or over and must be a member of the Program (*Entrant*).

ENTRY

5. All entries into the Promotion will be administered by the Promoter via the computer software used to deliver the Program.

6. An Entrant will automatically be entered into the Promotion when their Program membership card is validly swiped at The Promoter’s Venue in connection with any in-Venue transaction made by the Entrant during the Promotional Period which earns Program loyalty points (*Qualifying Transaction*). Any in-venue transaction connected with playing a gaming machine does not constitute a valid or qualifying entry.

7. Each Qualifying Transaction is eligible for one entry into the prize draw that applies to the Venue administering the Program relevant to the particular Entrant (*Qualifying Entry*).

8. Subject to these Terms and Conditions, there is a limit to the number of Qualifying Entries allowed per entrant. A limit of one entry per day is limited via the venue kiosk, and a limit of three entries per day via the venue point-of-sale.

PRIZES

9. The Promotor may nominate the value of each prize. The Major Prize is 1st Prize – 2017 Ford Fiesta – candy red colour. (*Venue Prizes*).

10. The maximum possible total prize value is \$18,000 in accordance with these Terms and Conditions. Prize must be used within the 2017/2018 Financial Year.

PRIZE DRAWS

11. The Venue will conduct a Venue Finalist Prize draw in respect of each prize on behalf of the promoter, in accordance with these Terms and Conditions.

A. Venue Finalist Prize draws

12. A Finalist Prize draw will be conducted commencing 7pm AEDT on Wednesday 8th of November 2017 and thereafter on each consecutive Wednesday until 7pm AEDT on Wednesday 27th of December 2017 at The All Seasons Hotel, 171-183 Mclvor Road Strathdale Vic 3550. Each week the barrel is emptied with the following Wednesday's draw being conducted on the entries from the current draw up until the next draw.

13. The promoter will randomly select five (5) valid Qualifying Entries from the pool of Qualifying Entries (*Prize Draw*). Each Entrant who corresponds with a valid Qualifying Entry randomly selected by the Promoter in respect of each prize will be an Interim winner (*Finalist*) for the purposes of these Terms and Conditions. The maximum possible number of Finalists will be five (5) per week, a total of forty (40) for the promotion. Each Finalist will be given a Promotion Key clearly labelled with a unique key number.

14. The Promoter will contact each Finalist by telephone and/or mail within one (1) business day of the Finalist Draw, to notify them of their claim and arrange collection of their Finalist interim prize. Contact will be made using the contact details recorded in the Venues All Seasons Rewards Loyalty Program membership details.

15. If a Finalist can be contacted by telephone, or they respond to the Promoter's written notification, before 5pm AEDT on Thursday December 28 2017, then subject to these Terms and Conditions the Finalist Winner will win the Interim Prize that they were drawn for – the promotion key.

16. If a Finalist Winner cannot be contacted before 5pm AEDT on Thursday December 28 2017 following reasonable attempts by the Promoter, or if a Finalist Winner is not properly identified or eligible in accordance with these Terms and Conditions or if a Finalist Winner has acted improperly to increase their chances of winning any prize in this Promotion, that Finalist Winner will be deemed to have forfeited any entitlement to a Finalist prize and will not be eligible to participate further in the Promotion.

B. Major Prize Draw:

The Major Prize Draw will be held at 7.00pm AEDT on Thursday 28 December at the All Seasons Hotel 171-183 McIvor Road Strathdale 3550.

Each eligible Finalist will bring their Personalised Passport on the Major Prize Draw night. Ten (10) of the listed Personalised Key Numbers from the Finalist pool of forty (40) will be drawn randomly from a barrel. Each Finalist who has that corresponding Key Number will step forward and randomly select an envelope from a designated barrel. Each envelope from this barrel will have a clearly marked number on it, ranging from one (1) to ten (10). Each of the contents in the envelopes numbered one (1) to ten (10) will correspond to a case that is also clearly marked one (1) to ten (10). The Finalist will then go over and stand by the corresponding case.

The remaining thirty (30) Finalists who weren't selected from the Key number draw will be eliminated from the Major Prize Draw.

In the event that an eligible Finalist Prize Winner is unable to personally attend the Major Prize Draw, the Finalist Prize Winner may nominate an agent who can act on his/her behalf. The Eligible winner who will be designating an agent to act on their behalf must advise the Promoter prior to the Major Prize Draw commencing. If no agent has been assigned, the Promoter may select a replacement agent to act on the Finalist's behalf for the period of the Major Prize Draw.

Second Venue Draw:

17. In the event a Venue Major Prize Draw Winner has forfeited their entitlements to a Venue Prize, the Venue will conduct a 'second chance draw' at the Venue on Thursday 28 December at 8.30pm AEDT or as soon as possible thereafter (Second Venue Draw).

18. The Promoter will contact the winner(s) of any Second Venue Draw (Second Venue Winner) by telephone or in person within the same business day of the relevant Second Venue Draw, to notify them of their win and arrange collection of their prize. Contact will be made using the contact details recorded in the Second Venue Winner's Program membership details.

19. If a Second Venue Winner can be contacted by telephone, or they respond to the Promoter's written notification, before 9pm AEDT on Thursday 28 December 2017, then the Second Venue Winner will be substituted as the Venue Winner for the relevant prize for the purposes of these Terms and Conditions.

20. If a Second Venue Winner cannot be contacted before 9pm AEDT on Thursday 28 December 2017 following reasonable attempts by the Promoter, or if a Second Venue Winner is not properly identified or eligible in accordance with these Terms and Conditions, that Second Venue Winner will be deemed to have forfeited any entitlement to a prize and will not be eligible to participate further in the Promotion. For the avoidance of doubt, in these circumstances, the Promoter will not conduct any 'third chance draw' in respect of that Prize, and that Venue Prize and the value of that Venue Prize will be forfeited.

GENERAL

21. Any entry in the Promotion which the Promoter determines in its reasonable opinion to be fraudulent will be deemed invalid.

22. Directors, management personnel and employees of the Promoter associated with the Promotion, are ineligible to enter in the Promotion. For the purposes of these Terms and Conditions.

23. All prizes eligible to be won in this Promotion (hereafter, Prizes) must be taken as offered and cannot be varied. All Prizes are as stated in point 9. and will be supplied by The Promoter. The Promoter is not responsible for any lost, stolen or damaged Prizes. Subject to the consumer guarantees set out in Division 1 of Part 3-2 of the Australian Consumer Law (as defined in the *Competition and Consumer Act 2010* (Cth) (the "Consumer Guarantees"), the Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a Prize (if any).

24. Information on how to enter, and the Prizes themselves, form part of these Terms and Conditions. Participation in the Promotion by an Entrant (including acceptance of a Prize by an Entrant) confirms their acceptance of the Terms and Conditions governing the Promotion.

25. The Promoter reserves the right, at any time, to: (a) verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant whose entry is not in accordance with these Terms and Conditions or who tampers with any entry process; or (b) refuse to award the Prize if the Promoter reasonably suspects that the Prize Winner is not eligible, has breached these Terms and Conditions or has acted improperly to increase their chances of winning any prize in this Promotion.

26. Identification considered suitable for any verification is at the discretion of the Promoter. A prize winner may be required to complete a statutory declaration to confirm their eligibility to accept a Prize. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

27. Except as specified otherwise in these Terms and Conditions, if for any reason a winner does not redeem the Prize or an element of the Prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.

28. Decisions of the management of the Promoter are final. No correspondence will be entered into. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter reserves the right to make a decision regarding such situation or issue in its sole and absolute discretion and such decision will be final and binding.

29. By entering the Promotion, each Entrant consents to the Promoter using (or permitting authorised third parties to use) the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.

30. In the event of war, terrorism, state of emergency, disaster or for any reason whatsoever beyond the reasonable control of the Promoter, the Promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right (unless doing so would be prohibited by any law including the consumer guarantees set out in the Consumer Guarantees) to cancel, terminate, modify or suspend the Promotion subject to any written directions from any relevant regulatory body.

31. Printing and other quality control errors will not invalidate an otherwise valid Prize claim.

32. Except for any implied condition or warranty (including any applicable Consumer Guarantee) the exclusion of which from these Terms and Conditions would contravene any statute or cause any part of these Terms and Conditions to be void ("Non Excludable Condition"), the Promoter excludes from these Terms and Conditions all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officers, employees, contractors and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss, cost, expense, damage or claim suffered, sustained or incurred (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising either directly or indirectly out of or in connection with the Promotion or a Prize, including (without limitation) the following: (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 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 implications; (f) the cancellation or postponement of an event which constitutes a Prize; and/or (g) a Prize or use of a Prize.

33. As a condition of accepting a Prize, a 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.

34. The Promoter will collect, use and disclose an Entrant's Personal Information (as defined under the *Privacy Act 1988 (Cth)*) in order to administer and conduct the Promotion, carry out any activities connected with or related to the Promotion and provide any related or ancillary goods/services. The Entrant's Personal Information may also be used and disclosed in accordance with any other terms and conditions previously agreed to by the Entrant (if any) and in accordance with the relevant privacy policy of the Promoter. If an Entrant does not provide the Promoter with the

Personal Information requested by the Promoter, the Promoter may not permit the Entrant to participate in the Promotion. By entering the Promotion, the Entrant consents to the Promoter: (a) collecting and using the Entrant's Personal Information in relation to the purposes referred to above; and (b) where considered necessary by the Promoter, disclosing the Entrant's Personal Information to third parties including, but not limited to, Prize suppliers or regulatory authorities and for any purpose to which the Entrant has previously consented including but not limited to future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct their Personal Information to the Promoter.

35. An Entrant is eligible to claim more than one Finalist Prize Draw and in accordance with these terms and conditions, an Entrant is also eligible to claim more than one of the numbered briefcases, as stipulated in 16. B. Major Prize Draw.

36. All Prize values are in Australian dollars. Promotional pictures may not represent an actual Prize.

37. Any further enquiries regarding the Promotion should be directed to the Promoter.

38. The laws of the State of Victoria govern the conduct of the Promotion.