

# Find Your Luxury Competition Terms and Conditions

SCHEDULE	
Competition name	Find Your Luxury Competition
Competition period	12.00pm AEST on 29th April 2022 until 12.00pm AEST on 1st August 2022
Promoter	View Retreats Pty Ltd ATF View Retreats Trust ABN 56 219 876 466 915/585 Little Collins Street Melbourne Victoria 3000 Australia
Website	https://www.viewretreats.com
Prize	1 x AU\$1,000 View Retreats gift voucher valid for 12 months. Total prize pool is AU\$1,000.
Entry restrictions	Entrants must be 18+ years at time of entry and be registered as a View Retreats member at the completion of the Competition Period.
How to enter	During the promotion period, the entrant must register as a new View Retreats member at viewretreats.com. Existing View Retreats members may email their details to info@viewretreats.com to be included in the draw.
Multiple entries	Multiple entries are not permitted.
Draw details	The winner entry will be selected by random electronic draw from the pool of eligible entries on 2nd August 2022 at View Retreats Head Office, 915/585 Little Collins Street, Melbourne, VIC 3000.
Notification	The winner will be notified by email on 2nd August 2022 at the conclusion of the draw.
Publication	The winners full name will be published at <u>www.facebook.com/ViewRetreats</u> on 8th August 2022.
Redemption of voucher	The winner will be provided with their voucher by email on 2nd August 2022. The voucher must be redeemed by booking an eligible property on <u>www.viewretreats.com</u> by 2nd August 2023. Eligible properties are those that offer availability and a 'Pay Now' option. All costs and travel arrangements beyond the value of the voucher are the responsibility of the winner.

## **GENERAL TERMS**

#### Part A - Introduction

- 1. Information on how to enter and Prize details form part of these terms and conditions.
- 2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the Schedule above.
- 3. Entries must comply with these terms and conditions to be valid.
- 4. Where there is an inconsistency between the Schedule and these terms and conditions, the schedule will prevail.

## Part B - Privacy

- 5. The Promoter will collect and use each entrant's personal information for the purposes of:
  - (a) conducting the Competition and for promotional purposes, public statements and advertisements in relation to the Competition;
- 6. By entering the Competition, entrants consent to the use of their personal information as described in clause 5.
- 7. Entrants may access, change and/or update their personal information in accordance with the <u>Promoter's privacy policy</u>.

#### Part C - Who can enter the competition

- 8. Entrants must be 18 years or over at the time of entry and must be a registered member of View Retreats at the time of the draw.
- 9. Directors and employees (and their immediate families) of the Promoter or its related companies are not eligible to enter. Immediate families means spouse, ex-spouse, child, step-child, parent, step-parent, legal guardian, sibling or step-sibling.

## Part D – How to enter the competition

- 10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
- 11. Only one entry per entrant is permitted. Entries using multiple names or email addresses found belonging to the same entrant will be deemed ineligible.
- 12. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of any entrant. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
- 13. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are fraudulent, incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
- 14. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.

- 15. The eligibility of entries is solely within the discretion of the Promoter.
- 16. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

## Part E - Prize

- 17. The Prize is a voucher that is not transferrable, exchangeable or redeemable for cash.
- 18. The voucher is valid for 12 months from the date of issue. No extensions are possible.
- 19. Once the voucher has been awarded to the winner, the Promoter takes no responsibility for the voucher being lost, stolen or misused.
- 20. Subject to availability, the voucher can be used for booking accommodation featured on the View Retreats website up to the total value of the voucher. Any additional accommodation costs, fees, taxes, surcharges, insurance or travel costs which may be payable as a consequence of receiving a voucher are the sole responsibility of the winner.
- 21. The winner's use of the voucher and any subsequent booking that is made by redeeming the voucher is entirely at their own risk. The winner will be subject to the general and cancellation terms of the accommodation provider chosen upon redemption of the voucher.

## Part F - How the winner is determined

- 22. The Competition is a game of chance.
- 23. At the time and date specified in the "Draw details" section of the Schedule, each valid entry will be entered into a process of random selection.
- 24. The winning entry or entries will be the entry that is selected in a random draw.
- 25. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule
- 26. The Promoters' decision will be final and binding and no correspondence with entrants or any other person will be entered into.

## Part G - Notification and claiming the prize

- 30. The Promoter will provide the winner with instructions on how to claim their Prize. It is the responsibility of the winner to comply with the Promoter's instructions.
- 31. The Promoter reserves the right to request the winner to provide proof of their identity, age and/or proof that they were responsible for the winning entry.
- 32. The winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. The winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
- 33. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

## Part H - Unclaimed prizes

34. The Promoter will take all reasonable steps to identify and notify the winner and ensure that the winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within three months of the date on which the winner is determined, their Prize is forfeited.

# Part I – No liability

- 36. The Prize is redeemable for accommodation that is supplied by a third party supplier and the winner will be subject to the terms and conditions of that third party supplier upon redeeming the Prize. The Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or redemption of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
- 35. If the Prize is used to book overseas accommodation, it is the sole responsibility of the entrant to ensure they and any accompanying persons hold valid passports and comply with all entry, visa, legal, health and regulatory requirements. All travel is at the entrant's own risk and the Promoter accepts no liability or responsibility whatsoever in respect of loss or injury caused during such travel.
- 37. If the Competition is promoted on a social networking platform, the Competition is in no way sponsored, endorsed, administered by or associated with that social networking platform and each entrant agrees to grant the platform a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that:
  - (a) any information they provide in connection with the Competition is provided to the Promoter and not to any social network; and
  - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to the social network platform.

## Part J - Termination of the competition

38. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws