

**InterContinental Sydney – Book and Win**  
**“WIN AN ISLAND HOLIDAY WHEN YOU MEET WITH US”**  
 Terms and Conditions

<u><b>Schedule Outline</b></u>	
<b>Competition name</b>	“WIN AN ISLAND HOLIDAY WHEN YOU MEET WITH US”
<b>Promoter</b>	InterContinental Sydney
<b>Entry – residency restriction</b>	Entry is only available to residents of Australia
<b>Entry – age restriction</b>	18 years +
<b>Competition Period</b>	17:30pm AEST on 6 December to 4:00pm AEST on 31/01/2024
<b>How to enter</b>	<p>At 17:30pm AEST on 6/12/2023, an Electronic Direct Mail (eDM) promoting the ‘Meet with us and win an island holiday with InterContinental’ at InterContinental Sydney will be published asking the recipients to book and event before the end of the year and be automatically in the draw to win one of two resort stay experiences for three nights accommodation at InterContinental Hayman Island or InterContinental Fiji Golf Resort and Spa.</p> <p>The competition may also be shared across various other platforms.</p> <p>The entrant needs to complete the following to be eligible:</p> <ol style="list-style-type: none"> <li>1. Book an event and secure with contract and deposit before 31 Jan 2024</li> <li>2. Events are valid to be held until end 30 Dec 2024</li> </ol>
<b>Content Criteria</b>	Entrant to have a signed contract and deposit paid
<b>Are multiple entries permitted?</b>	No
<b>Prize(s) – description</b>	1 x 3-night accommodation only voucher at InterContinental Hayman Island 1 x 3-night accommodation only voucher at InterContinental Fiji Golf Resort and Spa
<b>Total number of Prizes</b>	There are two prizes to be won as part of the Competition.
<b>Total Prize Pool</b>	\$4,999 AUD R.R.P.
<b>Judge(s)</b>	The Judge(s) of the Competition will be: 1 member of Hotel Management Team who will draw the winner of this competition at random.
<b>Determining the winner(s)</b>	This competition closes on Monday 31 <sup>st</sup> January 2024 at 4pm. Please note that the winner of this competition will be drawn at random with all attendee names going into a draw. The winner will be notified by 15 February 2024. Terms and conditions apply.
<b>Notifying winners</b>	The prize winner will be notified by contact details supplied in the booking contract.
<b>Publishing results</b>	N/A

## **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 Parts A to J of these terms and conditions, the schedule will prevail.

## **PART C - WHO CAN ENTER THE COMPETITION**

8. Open to Australian residents only aged 18 years or older.

## **PART D – HOW TO ENTER THE COMPETITION**

10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule.
11. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
12. Entries must not have been published previously or used to win prizes in other competitions.
13. An entry cannot be modified after it has been submitted.
14. 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 all entrants. 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.
15. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
16. 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.
17. The eligibility of entries is solely within the discretion of the Promoter.
18. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

## **PART E - PRIZES**

19. Each Prize is not transferrable, exchangeable or redeemable for cash.
20. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
21. Once a Prize has been awarded, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.
23. A winner's use of the Prize is entirely at their own risk. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

#### **PART H - UNCLAIMED PRIZES**

34. The Promoter will take all reasonable steps to identify and notify each winner in an attempt to ensure that each 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 winners are determined, their Prize is forfeited and will be awarded to the next best entry.
35. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

#### **PART I – NO LIABILITY**

36. Any Prize supplied by a third-party supplier is subject to the terms and conditions of that third-party supplier. Each Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, 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 taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
37. If entry is via Facebook or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook 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 Facebook or any other social network; and
  - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Facebook or any other social network.
38. If entry is via Instagram or if the Competition is promoted on Instagram, the Competition is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram 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 Instagram or any other social network; and
  - (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Instagram or any other social network.

#### **PART J - TERMINATION OF COMPETITION**

39. 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.