# Event Hotels (NZ) Limited trading as QT Gold Coast & Jetstar Airways Pty Ltd ("Promoters")

# WIN\* FLIGHTS & STAY QT WELLINGTON QT HOTELS AND RESORTS – COMPETITION ("Promotion")

## CONDITIONS OF ENTRY

- 1. Information on how to enter the Promotion and the prize form part of these Conditions of Entry. Participation in this Promotion is deemed acceptance of these Conditions of Entry.
  - The Promotion is open to individuals who:
  - (a) Are residents of Australia; and
  - (b) Over 18 years of age; and
  - (c) Are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the prize); and

(d) Have not been discovered to have breached these Conditions of Entry or Conditions of Entry of previous contests run by the Promoter, ("Entrants").

An immediate family member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step- grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

- 2. The Promoter reserves the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is a condition of entry that Entrants are able to accept the prize as stated. Inability to accept the prize as stated will deem the participant an ineligible Entrant and the prize won will be forfeited.
- 3. All prices stated are in Australian dollars (AUD), and represent the recommended retail price ("RRP") and include GST. All references to times and dates are reflected as to times and dates in New Zealand. Times are stated using the 24-hour clock.

### **KEY DATES**

- 4. The Promotion commences for entrants from Friday, 29 July 2022 at 12:01 AEST and concludes on the date that final entry submissions will be accepted on Thursday, 18 August 2022 at 11:59 AEST ("Promotion Period").
- 5. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these terms and conditions are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
- The Promoter's decision on the one (1) winning entry will be announced on Friday, 19 August 2022 at 3:01pm AEST at QT Gold Coast Hotel located at 7 Staghorn Ave, Surfers Paradise QLD 4217, Australia. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every Entrant.
- 7. The winner of the Prize will be notified within 2 business days of the Promoter's decision under paragraph 6 by email relying on contact details provided by the Entrant.
- 8. UNCLAIMED PRIZE AWARD: The Promoter reserves the right to appoint a replacement winner in the event of an Entrant failing to comply with these Conditions of Entry or forfeiting or not claiming the prize by Friday, 26 August 2022. If a prize remains unclaimed by that date, the Promoter will announce a replacement Prize Winner at the same time & location as the original decision on Monday, 29 August 2022. Disposal of any unclaimed prize may be made subject to any written directions given by any government authority and pursuant to any relevant legislation. The replacement prize winner will be contacted by email and phone within 2 business days of the Promoter's decision of the replacement winner.

#### HOW TO ENTER

- 9. To enter the Promotion an Entrant will be required to:
  - I. Enter QT Gold Coast Hotel website [<u>www.qthotels.com/gold-coast</u>] located on the 'Offers' promotion page, and submit an entry that is 25 words or less that responds to the following question: **"Why do you want to go to Wellington?"**
  - II. Provide all personal information requested (full name, phone number, postal address, and email address).
- 10. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.
- 11. One entry per email address.
- 12. The prize will be awarded to the entry which, in the opinion of the Promoter's judging panel (at its sole discretion), is the most creative of all entries received.

#### **ENTRY REQUIREMENTS & VERIFICATION**

13. The Promoter may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:

- i. Tamper with the entry process, including use of any automated entry software or any other mechanical or electronic means that permit the Entrant to automatically enter repeatedly; or
- ii. Tampers with the operation of the Promotion or web site or found to be using multiple aliases, household addresses or email addresses; or
- iii. Acts in a disruptive manner; or
- iv. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
- v. Fails to produce items as required or produces items that, in the Promoter opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- vi. Acts in violation of these Conditions of Entry.

#### ENTRY DETAILS

- 14. Entrants can only enter in their own name.
- 15. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
- 16. Incomplete, illegible or incorrect entries, entries which are not in the required format or which contain offensive of defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win a prize.

#### MAJOR PRIZE

17. One (1) Major Prize will be awarded for New Zealand:

#### Prize Details

- 1 x Trip for two (2) adults to Wellington before 30 November 2022 and two (2) night's stay at QT Wellington Hotel. The prize includes:
  - Two (2x) return airfares on Jetstar Airways departing from Wellington (WLG), arriving in Gold Coast (OOL), up to a maximum value of \$2,000 (AUD), as further detailed below ("Flights") and
  - Free car terminal car parking at Gold Coast Airport
  - Check Into Extraordinary City Indulgence package which includes: Two (2) nights in a QT king gallery room, luxurious hamper for two (2), breakfast in Hippopotamus Restaurant for two (2), early 2pm check in and late 1pm check out and 'live like a local guide'. The room is valid for two people only.

Total maximum RRP is \$4,500 AUD including GST.

18. Prize values are accurate as at 4 July 2022. Neither the Promoter nor the Major Prize providers accept responsibility for any change in prize value. The winners are not entitled to receive any money from any party if there is a difference between the maximum prize value and the actual prize value at the time of the draw.

## PRIZE CONDITIONS

- 19. The prize or any unused portion of the prizes, are not transferable or exchangeable and cannot be taken as cash. Prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. No variations are permitted, and prize must be taken in its entirety. Any unused portion of the prize will be forfeited.
- 20. If the Promotion is cancelled no compensation will be offered.
- 21. The Major Prize providers and their relevant agencies are responsible for the prize fulfilment. The Promoter does not accept responsibility for prize fulfilment. In the event any government body imposes any order or restriction in relation to COVID-19 (for example, international or state border closures) which prevents the Prize winner from being able to travel to the Gold Coast on the travel dates (5 September 30 November 2022), the Promoter will use reasonable commercial endeavours to arrange for the Major Prize providers to provide an alternative or replacement prize of equivalent or similar value, and such alternative or replacement prize may involve travel on other dates or to alternative locations in New Zealand or Australia. In addition, the Promoter and Major Prize providers do not accept any liability (and will not provide or pay for any additional accommodation, flights or expenses) in the event there are international or state border closures relating to COVID-19 which prevent or delay the return of the Prize winner and their companion from Australia to New Zealand. The Prize Winner and their companion assume all risk and liability for this possibility and waive and release the Promoter and the Major Prize providers from any claim or liability in connection with such international or state border closures.
- 22. The Prizes are subject to the standard terms and conditions of individual prize and service providers.
- 23. Subject to clause 21, prize travel dates must be between 5 September 30 November 2022. If winner cannot take prize during this time, then the prize elements will be forfeited entirely, and no compensation will be provided.
- 24. Conditions that apply to the Flights. Each passenger will receive a Starter fare with Plus bundle including standard seat selection, 7kg carry-on baggage, 20kg checked baggage and an inflight meal deal. Flights will be subject to Jetstar's conditions of carriage and other conditions may apply. The Winner and travelling companions must travel at the same time and are responsible for transport from their residence to Gold Coast Airport. Flights must be requested via Events Hotels Limited and are subject to availability.
- 25. Prize is subject to availability at time of booking. The booking of travel arrangements will be based on availability of airfares and accommodation at time of booking.
- 26. Prize is subject to availability and the Promoter reserves the right to substitute any prize component with another of equivalent value *without* giving notice.
- 27. The Prize Winner and their traveling companions must travel from Gold Coast, Australia to Wellington, New Zealand on the same flights. Travel arrangements to and from the Prize Winner's nearest capital city airport (if applicable) do not form part of the prize and are the responsibility of the Prize Winner and their traveling companions. Any alterations to flights that have been confirmed by the prize winner and/or accommodation details

will be at the expense of the Prize Winner and their traveling companions. Airport taxes and government levies must be paid by the Prize Winner at the time of booking if applicable. Itinerary to be determined by the Promoter in its absolute discretion. In the event that flights are not available, the Promoter reserves the right, where practical, to offer alternative travel arrangements.

- 28. Travel insurance is not included in the prize and remains the responsibility of the winner. The Promoter recommends that the prize winner and their travelling companion purchase adequate travel insurance from a reputable travel insurance provider prior to their departure.
- 29. Prize Winner and travelling companion must be able to stay at QT Wellington Hotel, Wellington, New Zealand between 5 September 30 November 2022 no other dates will be offered (subject to clause 21).
- 30. Unless otherwise stated, winner and guest are to make their own way to and from all prize inclusions.
- 31. The Prize Winner and their travelling companion must both be over the age of 18 years.
- 32. Prize is not exchangeable or redeemable for cash or any other goods or services nor can it be taken in parts. The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prize-winner the advertised prize, subject to relevant national, state or territory laws and regulations. Any incidental costs relating to the prize are the responsibility of the winner.
- 33. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or the Major Prize providers (QT Hotels and Resorts Pty Ltd & Jetstar Airways Pty Ltd) in their absolute discretion, including but not limited to a legal release and indemnity form.
- 34. Airline tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-transferable. Any alterations to confirmed flights and/or accommodation details will be at the expense of the winner and their traveling companion. All components of the Prize must be fulfilled at the same time and they cannot be split across different time periods.
- 35. The Promoter and its associated agencies and companies (including Jetstar Airways Pty Ltd & QT Hotels and Resorts Pty Ltd, the Major Prize providers) make no representation as to the safety, conditions or other issues that may exist at any destination. It is the responsibility of the Prize Winner and their traveling companions to ensure that they have full and correct documentation for travel including a valid passport. The Promoter and its associated agencies and companies will not be held responsible for any loss or delay that may occur as a result of any identification documents or passport not being produced for travel.
- 36. The Prize Winner and their traveling companions are responsible for all other expenses including spending money, meals, drinks, transfers (unless specified), laundry charges, activities (unless specified), energy surcharges, hotel car parking, other hotel incidentals, visas, ground transportation, taxes not included in the price of the ticket, travel, gratuities, service charges, travel insurance, pre and post accommodation, optional activities or excursions, merchandise or any other costs of a related, ancillary or incidental nature and all other ancillary costs. Unless expressly stated in these terms and conditions all other travel and prize related expenses become the responsibility of the winner. A credit card imprint or cash deposit will be required from the Prize Winner at check-in to the hotel for all incidental charges.
- 37. Individual prize provider terms and conditions apply.
- 38. Airport, Airline, flight route and dates of travel are subject to the Major Prize provider's absolute and final decision.
- 39. Personal Information about the Prize Winner and their traveling companion will be shared with the Major Prize providers QT Hotels and Resorts Pty Ltd and Jetstar Airways Pty Ltd and also Wellington Airport and Gold Coast Airport and their agents to the extent necessary for prizes to be delivered to the Prize Winner and their traveling companion.
- 40. If the Prize Winner and their traveling companion wishes to extend the trip it's at their expense. Flights are non-transferrable.

#### PRIZE WINNERS

- 41. If the winner selected is deemed not to comply with the terms and conditions of this Promotion, their entry will be declared invalid and a new winner will be judged in the Unclaimed Prize Award.
- 42. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash. In addition to clause 21, in the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion or provide the Major Prize on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or reschedule the Promotion, subject to applicable national or state legislation.
- 43. T the full extent permitted by law, the Promoter, its associated companies and agencies, and the Major Prize providers exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or prize winner in connection with the Promotion or prize, including:
  - i. any indirect, economic or consequential loss or loss of profits;
  - ii. any loss arising from the negligence of the Promoter, its associated companies and agencies;
  - iii. Any liability for personal injury or death.
- 44. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the winner.

- 45. The Promoter, other entities associated with this Promotion and their related bodies corporate, and each of their officers, employees and agents, and the Major Prize providers shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of a prizes, except to the extent that any such liability cannot be excluded by law.
- 46. Entry details remain the property of the Promoters. Acceptance of a prize is deemed to be acceptance by the winner of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.
- 47. If the Promotion does not run for its duration or is not able to be run as planned due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that interferes with, or affects administration, security, fairness or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to cancel, reschedule or modify the Promotion and disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:
  - i. Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - ii. Failure of any entry to be received by the Promoter as a result of those matters; nor
  - iii. Any injury or damage to entrants or any other person related to or resulting from participation in the Promotion or downloading any materials relating to the Promotion.
- 48. Neither the Promoter nor the Major Prize providers accept responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason
  - 49. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.
  - 50. 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 Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
  - 51. Neither the Promoter nor the Major Prize providers assume responsibility for:
    - i. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
    - ii. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
    - iii. any theft, destruction or unauthorized access to, or alteration of such communications; or
    - iv. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion;
    - v. Any incorrect or incomplete information, which may be communicated in the course of the administering this Promotion; or
    - vi. COVID-19 or any government body order or restriction in relation to COVID-19 (for example, international or state border closures) which prevents or restricts the Prize winner from being able to travel to Wellington, New Zealand on the proposed travel dates or otherwise use or redeem any part of the Major Prize.

**CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

### PERSONAL INFORMATION

- 52. Entry details remain the property of the Promoters. Acceptance of the prize is deemed to be acceptance by the winner of these Conditions of Entry and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.
- 53. All claims and any copyright subsisting in the entry become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the Promotion and where appropriate award any offer and/or prize, and Entrant acknowledges that such personal information may also be disclosed to relevant third parties including to the Major Prize providers and to Wellington Airport and the Gold Coast Airport and their related bodies corporate and its agents for the specific purpose of administering the promotion and providing the prizes. If the personal information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter Major Prize providers, Wellington Airport and Gold Coast Airport to use the information to assist in improving goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its New Zealand or Australian related companies Major Prize providers, Wellington Airport and Gold Coast Airport who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the promotion and assisting with marketing communications. By entering the Promotion, each Entrant agrees that the Promoter, Major Prize providers, Wellington Airport and Gold Coast Airport may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of marketing communications can use the address or phone number below or use any unsubscribe facility available

in the electronic communication. All personal information will be stored at the office or in the electronic database of the Promoter, Major Prize providers, Wellington Airport and Gold Coast Airport.

54. The Promoters are Event Hotels (NZ) Limited trading as QT Gold Coast (ABN 99095015624), 7 Staghorn Avenue, Surfers Paradise QLD 4217, Australia and Jetstar Airways Pty Ltd (ABN 33069720243) of Jetstar Airways Pty Ltd (ABN 33069720243) of 79 Victoria Parade, Collingwood VIC 3066