



## **spaQ unlocked Competition**

### **Terms & Conditions**

1. The promoter: QT Hotels and Resorts Pty Ltd (“the Promoter”). The competition is open to residents of Australia aged 18 years or over. Employees of the Promoter and agencies associated with this promotion are ineligible to enter the competition, as are their immediate families.
2. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged by the Promoter, based upon individual creative merit. All entries must be an independent creation by the entrant and free of any claims that they infringe any third party rights. Entries must not have been published previously and/or have been used to win prizes in any other competitions.
3. To enter, entrants must 1) tell us their best beauty find or faux-pas discovered during isolation; 2) Tag the four (4) friends they would bring along to experience spaQ unlocked; and 3) be following @spaQ\_ and @qt\_hotels on Instagram. An entry must be completed prior to 5 July 2020, 11:59 AEST.
4. The competition commences 21 June 2020, 18:00 AEST. **Entries close 5 July 2020, 11:59 AEST.** After this date and time no further entries to the competition will be permitted. No responsibility can be accepted for entries not received for whatever reason.
5. The Promoter reserves the right to cancel or amend the competition, these terms and conditions or any prize without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter’s control. Any changes to the competition or prizes will be notified to entrants as soon as possible by the Promoter.
6. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or infringing or defamatory images or language. The Promoter's decision will be final and no correspondence will be entered into.
7. The Promoter may, at its absolute discretion, disqualify any entrant and declare any or all entries made by an entrant invalid if an entrant:
  - 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. Tamper 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, illegal or improper 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’s opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - vi. Breaches these Conditions of Entry.

8. All entries become and remain the property of the Promoter and agencies associated with this competition. Each entrant hereby assigns to the Promoter all copyright and other intellectual property rights in their entry and all materials and content submitted to the Promoter as part of their entry.
9. The prize is non-transferable and non-redeemable for cash. Any attempt to resell or auction all or any part of this prize will result in an immediate cancellation of the prize. Prize cannot be exchanged for another itinerary. In the event that, for any reason whatsoever, a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
10. The Promoter reserves the right to substitute any component of the prize for an itinerary of equal value at their discretion.
11. Prize cannot be gifted to other persons in lieu of the winner not being able to travel. Should the winner not be able to complete all aspects of the prize within the period of prize validity, the remaining items shall be forfeited without any replacement for their value.
12. It is the winner's personal responsibility to ensure that they have relevant and suitable travel insurance and valid documentation, including but not limited to, valid passports, visas, and health requirements, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winner.
13. There are two (2) prizes available, each to the value of A\$4,000. Prize values are accurate as at 19 June 2020.
  - Exclusive use of spaQ Sydney paired with unlimited treatments from the property's full treatment menu for the winner and four (4) friends, a dedicated team of therapists, bubbles, skin boosting snacks and a take home beauty bag valued at over A\$300.
  - Exclusive use of spaQ Gold Coast paired with unlimited treatments from the property's full treatment menu for the winner and four (4) friends, a dedicated team of therapists, bubbles, skin boosting snacks and a take home beauty bag valued at over A\$300.
14. Any additional spending money, flights, meals, insurance, taxes, passports, visas, travel insurance, extra accommodation, items of a personal nature, inoculations, travel to and from departure point, and all other ancillary costs are the responsibility of the winner. Unless expressly stated, all other expenses become the responsibility of the winner. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
15. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with this competition and the prize, except for any liability which cannot be excluded by laws.
16. The prize is subject to availability as determined by the Promoter and valid for redemption on:
  - Tuesday 14<sup>th</sup>, 21<sup>st</sup> or 28<sup>th</sup> July 2020
  - Tuesday 4<sup>th</sup>, 11<sup>th</sup>, 18<sup>th</sup> or 25<sup>th</sup> August 2020

17. Entries will be judged by the Promoter on 6 July 2020 and the winners will be contacted by phone or email relying on the contact details provided by the entrant.
18. If the winner cannot be contacted or does not claim the prize within 48 hours of notification, then the prize will be forfeited by the winner and a new winner will be selected by the Promoter. The promoter will only notify prize winners.
19. The Promoter's decision in respect of all matters to do with the competition will be final and no correspondence will be entered into.
20. By entering this competition, all entrants will be deemed to have accepted and agreed to be bound by these terms and conditions.
21. The competition and these terms and conditions will be governed by the laws of New South Wales, Australia and any disputes will be subject to the exclusive jurisdiction of the courts of New South Wales, Australia.
22. The winner agrees to the use of his/her name and image in any Promoter publicity material, as well as the use of their entry by the Promoter and its related bodies corporate in any way in connection with their business. Any personal data relating to the winner or any other entrants will be collected, used and stored by the Promoter in accordance with its Privacy Policy: <https://www.qthotels.com/privacy-policy/>
23. The Promoter is QT Hotels and Resorts Pty Ltd, 478 George Street, Sydney NSW 2000, ABN 23 140 595 624.