

## **Terms and Conditions of Entry for the "Comment to Win" Facebook Campaign.**

1. These terms and conditions of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is Rydges Hotels & Resorts, 478 George St, Sydney NSW 2000, Australia. (**Promoter**).

### **(Promotion Period).**

1. The Promotion will be open from Tuesday, October 24, 2017 to midnight Saturday October 28, 2017.

Entry in the Promotion is open to Australian and New Zealand residents aged 18 years and over, excluding:

- i. management, employees, directors and contractors of the Promoter, and other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
- ii. a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 5(a) of these Terms;
- iii. persons who have used or attempted to use any more than one name in order to qualify to win a promotion run by or on behalf of the Promoter (except in the case of a legal change of name); and
- iv. persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter, and (**Eligible Entrants**)

### **HOW TO ENTER**

1. To enter and be eligible to win, eligible entrants must, during the Promotion period:
  - i. Comment on the competition post
  - ii. Tag another Facebook user
  - iii. Like the page Rydges Hotels & Resorts on Facebook

## **WINNER SELECTION AND PRIZES**

1. One (1) winner will be drawn from eligible entries.
  - i. The Winner will win the following prize: A prize/voucher which includes One (1) night accommodation at the Rydges Hotel or Resort of the Winners choice.
  - ii. Winner will be notified/ contacted via email/ phone on the day after the campaign concludes (Saturday October 28, 2017).
  - iii. Winner has one (1) working day to make contact and provide their details.
  - iv. The winner must provide a date for their complimentary stay at time of initial contact with a Rydges Hotels & Resorts team member.
    - v. The Prize must be redeemed within two months of the competition draw date.
    - vi. Blackout dates may apply.

## **GENERAL**

1. Eligible Entrants can only enter the Promotion in their own name.
2. Prize is not transferable, exchangeable or redeemable for cash. Prize must be taken as offered and may not be varied.
3. The Promoter accepts no responsibility for any variation in the value of the Prize.
4. If the Promoter is unable to provide the winner with the nominated Prize (or part of the Prize), the Promoter reserves the right to supply an alternative prize (or part of prize) of equal monetary value and/or specification to the nominated prize, subject to any directions given by a regulatory authority.
5. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
6. If, for any reason, beyond the reasonable control of the Promoter, the Promotion is not capable of being run as planned, including due to tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to State regulations, including cancelling, terminating, modifying or suspending the Promotion.
7. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.

1. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each Eligible Entrant and no correspondence will be entered into. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

2. The Promoter collects personal information about Eligible Entrants to include Eligible Entrants in the Promotion and where appropriate award the Prize. If the personal information requested is not provided, the Eligible Entrant cannot participate in the Promotion. By participating in the Promotion, each Eligible Entrant consents to the Promoter disclosing their personal information to the Promoter's related entities, agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of the Prize) for use for the following purposes:

- i. contacting the Eligible Entrant in relation to the Promotion;
- ii. improving the Promoter's related entities' goods and services;

1. By entering the Promotion, Eligible Entrants agree and acknowledge that the Promoter (or an agent of the Promoter) and/or, with the Promoter's consent (including consent subject to any conditions), may:

- i. obtain comments from them about the Promotion and take photos or recordings of them (and contacting them for those purposes);
- ii. use any of the comments, photos or recordings obtained from them, their name, and/or likeness (the **Materials**) for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
- iii. may duplicate, alter, adapt and utilise the Materials in any manner at anytime, anywhere, and by any means (including communicating them to the public in any media, including media not yet in existence); and
- iv. may license, authorise or otherwise transfer the rights in the Materials to others to do the things.
- v. on creation of the Materials, they:
  - a. grant to the Promoter a royalty free, perpetual, non-exclusive and irrevocable licence to use the Materials for whatever purpose the Promoter determines; and

1. The:

- i. Promoter's related entities and all agencies associated with the Promotion; and

- ii. the employees, agents, directors and contractors, of all entities referred to in paragraph 2, shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of, or participation in, the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law). including, but not limited to, where arising out of 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 Eligible Entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their 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