

## **WIN 2 night stay at Radisson Blu Plaza Sydney & a pair of our signature Radisson Blu Pajamas for up to 2 adults**

To enter all you need to do is like @radissonbluhotelsydney Facebook page or follow @radissonblusydney on Instagram and either:

- A) like and comment on one of the daily 12 Days of Christmas photos or
- B) take a festive photo of your own and tag @radissonbluhotelsydney / @radissonblusydney and #12daysofblu.

The competition will be judged on creative merit and entries are open from 3pm Thursday 1 December until the competition closes at 9am Tuesday 13 December 2016 AEDT.

Information on how to enter the Radisson Blu Plaza Sydney and #12daysofblu Competition and prizes form part of these Terms and Conditions and General Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

1. Entry is open worldwide and to anyone aged 18 years or over. Please note, if your settings are on private, we are unable to see your posts tagged @radissonbluhotelsydney / @radissonblusydney. All photos need to be tagged correctly in able to be eligible to enter the competition. There is only one winner of this competition that will be determined at the end of the 12 days.
2. Employees (and their immediate families) of the Promoter, participating hotels, and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process (including but not limited to tampering by way of use of techniques designed to avoid the payment of MMS or Internet costs). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. Incomplete, indecipherable, or illegible entries will be deemed invalid.
5. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
6. Promotion commences 1 December 2016 at 3pm AEDT. Entries close 9am 13 December 2016 AEDT.
7. The winner will be notified through the media from which they entered the competition on 14 December 2016 AEDT. The Promoter is under no obligation to notify the winner through any other means.
8. The Promoter's decision is final and no correspondence will be entered into.
9. The total prize is valued at up to \$1100AUD depending on date of holiday, and consists of 2 nights twin or double share accommodation room only for two (2) adults at Radisson Blu Plaza Sydney (accommodation valued at up to \$800) and 2 x pairs of Radisson Blu Papinelle Signature Pajamas (available in men's and women's). The prize must be booked through Radisson Blu Hotel Sydney. Utilisation of the

prize is subject to the terms and conditions of the hotel.

10. Airfares, transport to and from the hotel/resort, transfers, spending money, meals, insurance, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken between 2 January 2017 and 1 November 2017, and are subject to booking and availability. Prize cannot be taken during school holidays of that country/area in which the hotel is located, public holidays or peak periods. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner may be required to present credit card at time of accommodation check in.

11. Subject to the terms and conditions of the participating prize provider, if for any reason a winner does not, once the prize has been booked, utilise the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and no refund will be provided. No part of the prize is redeemable for cash or any other form of payment.

12. In the event of any unforeseen events or an act of God, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion.

13. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

14. No part of the prize is transferable or exchangeable.

15. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant licences the Promoter to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes. Each entrant warrants to the Promoter that each entry submitted is an original artistic and literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).

16. Entrants consent to the Promoter using the entrant's name, likeness, image, and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

17. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

18. Entries are deemed to be received at the time of receipt into the promotion media as determined by the Promoter and NOT at the time of transmission by the entrant.

19. Entries into the competition become valid upon joining the Radisson Blu Hotel Sydney Facebook on <https://www.facebook.com/radissonbluhotelsydney> Instagram <http://instagram.com/radissonblusydney> accounts and receiving a confirmation comment on their post.

20. Any cost associated with accessing the promotional social media or the entrant's internet service is the entrant's responsibility and is dependent on the Internet service provider used.

21. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, 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 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 and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

22. As a condition of accepting a prize, the winner (and any companions) must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.

23. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, prize suppliers. Entry is conditional on providing this information when booking participating hotels. The Promoter may, for an indefinite period unless otherwise advised, use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.

24. The Promoter is Radisson Blu Plaza Hotel Sydney Address: 27 O'Connell St, Sydney NSW 2000, Phone: (02) 8214 0000

**GENERAL RULES:** Acceptance of prize constitutes permission to the Sponsor and its designees to use winner's name, city, state, likeness, voice, biographical information and statements for purposes of advertising, promotion and publicity in any and all media, now or hereafter known, throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law. By participating, entrant (i) agrees to release and hold Sponsor, its parent, affiliates, subsidiaries, and advertising and promotion agencies, and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties"), harmless against any and all claims and liability arising in whole or in part, directly or indirectly, out of participation in the competition or misuse, nonuse or use of any prize (including any travel or activity related thereto); (ii) waives all rights to claim punitive, incidental and consequential damages, attorneys' fees or any

damages other than actual out-of-pocket costs incurred to enter; and (iii) agrees to be bound by these Official Rules. Released Parties are not responsible for incomplete, lost, late, damaged, inaccurate, illegible, misdirected, garbled, delayed or undelivered entries or referrals; or for technical hardware or software malfunctions or failures of any kind, lost, unavailable network connections, or failed, incomplete, garbled or delayed computer transmission, which may limit an individual's ability to participate. Sponsor reserves the right in its sole discretion, to cancel, suspend or modify the competition, or to disqualify any implicated entrant(s), (and their entries) if any fraud, virus, actions by entrants, technical or other error or problem, or any other occurrence corrupts or affects the administration, integrity, security, or proper play of the competition, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor reserves the right, at their sole discretion, to award the prize in a random drawing from among all eligible, non-suspect entries received up to the time of the event or action warranting such cancellation.

**PRIVACY:** Information supplied by entrants will be used in accordance with Sponsor's Privacy Policy.

**NO IMPLIED ENDORSEMENT:** This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as the prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred.