

TFE Hotels 'Hallocream Luna Park' Competition Game of Skill Terms and Conditions

Information on how to enter the Promotion forms part of these terms and conditions. Entries not made in accordance with these terms and conditions will be disqualified.

Section 1: Promotion

1. Promotion: Entrants who are visitors to the TFE Hotels '**Hallocream Luna Park' Competition** promotion page at <https://www.checkedin.tfehotels.com/articles/halloween-in-sydney/> and who answer the question "If you could celebrate Halloween anywhere in the world, where would it be and why?" will go into the judging to win one of five family passes to Hallocream event at Luna Park Sydney. To be eligible to enter entrants must be able to accept the prize as stated if they are a winner. If a winner is unable to accept the prize, the prize will be forfeited and a new winner will be judged.

2. Promoter: The Promoter is Medina Property Services Pty Ltd (ABN 36 062 326 176) of Level 5, 45 Jones Street, Ultimo NSW 2007 ("The Promoter").

3. Promotion Period: The Promotion will commence at 12.01 am 11 October 2016 and will close at 12am 21 October 2016. All times recorded throughout these terms and conditions are in Australian Eastern Daylight Time.

Section 2: Eligibility

4. Eligibility: To be eligible to enter the Promotion, the entrant must:

- a. be above 18 years of age; and
- b. be an Australian resident; and
- c. Enter their answer into the entry form on <https://www.checkedin.tfehotels.com/articles/halloween-in-sydney/>. Entries will be judged based on skill, quality and relevance of the question in the opinion of the Judges.

5. Further, any personal information or contact details entered incorrectly on the entry or any subsequent cancellation of an entry before the conclusion of the promotion shall deem the entry as invalid. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into. The Promoter, its affiliates and agents are not responsible in any way for the content or descriptions included by entrants, nor do they necessarily endorse the content or descriptions. Entries received must be the original work of the entrant. Entries received during the Promotion Period will be individually moderated by representatives of the Promoter to ensure content posted is not illegal, threatening, defamatory, invasive of

privacy, infringing of intellectual property rights, indecent, libellous, hateful, obscene, or otherwise injurious to third parties or are otherwise objectionable.

Section 3: Entry to the Promotion

7. When an eligible entrant completes a valid entry within the Promotion Period as noted in Clause 3, the entrant will automatically receive one (1) entry into the Promotion. Multiple entries are permitted during the promotional period. Prizes will be awarded to successful entrants on 22 October 2016. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged on skill, quality and relevance merit. The judge's decision will be final and no correspondence will be entered into.

Section 4: Judging

8. Judging: Representatives of the Promoter will conduct the judging from all eligible entries at 1.00pm at TFE Hotels, 45 Jones St, Ultimo NSW 2007, on 22 October 2016. The Prize Winners will be selected by a panel of Judges appointed by the Promoter. The winners will be the entrants who submitted the most skilful and relevant entry that meets the criteria, in the opinion of the judges, of all eligible entries received during the Promotion Period.

9. Prize Winners: The Prizes described below in Section 5 will be awarded to the best entry judged as described in Clause 8. If a winner is unable to accept a prize, the prize will be forfeited and the next most suitable entry will win the prize.

Section 5: Prizes

10. Prize Components: The prize is 1 x Family Pass ticket valid from 28-31 October 2016 for the Luna Park Sydney Halloscream event. Each Family Pass ticket is valid for four people; two adults and two children (12 years and under) or one adult and three children (12 years and under). A single PDF e-ticket will be issued per Family Pass. All intended users of the Family Pass must enter the event at the same time.

Prize Value: The maximum retail value of the Prize is \$214.99 inclusive of GST. Prize winner is responsible for all other expenses. No spending money, room service or other personal gratuities are provided. Not to be used in conjunction with any other prize or offer. If a winner is unable to accept any portion of the prize, that portion will be forfeited and no compensation will be given or paid in lieu. Prizes are valid until 31 October 2016.

11. Prize pool Value: The total value of all Prizes to be won during the Promotion is valued at up to \$1,074.95 inclusive of GST.

12. Prize Conditions: The Prizes are subject to the following conditions:
a. **No exchange of Prize:** The Prize can be transferred to a person 18 years or over at the absolute discretion of the Promoter. However, it cannot be exchanged or redeemed for cash. If for any reason, the Prize Winner cannot take any component of the Prize and he/she does not wish to transfer the Prize, then the Prize will be forfeited;

b. **Taxes:** If the Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax.

Section 6: Prize Winners

13. Contact: The Promoter will contact the Prize Winner in writing within four working days of the judging date via email to confirm their eligibility under these terms and conditions and to confirm whether the Prize Winner wishes to claim their Prize.

14. Claim of Prize: If the Prize Winner wishes to claim their Prize, the Prize Winner must confirm this fact and their eligibility to win under these terms and conditions by 5.00pm on the date provided by the Promoter. If the Prize Winners fail to do so by the deadline, the Prize Winners will be deemed to have forfeited their Prize.

15. Rejudging: Subject to applicable law, in the event that a Prize remains unclaimed, the Promoters will conduct a rejudging, following the same procedure and format as set out under the Section 4 above. Any rejudging will take place at 1pm (AEST) on the Monday immediately following the date of the prize judging.

16. Rejudging Winner Contact: Any Prize Winner will be contacted in writing within two working days of the rejudging date to confirm their eligibility under these terms and conditions and to confirm whether the Prize Winner wishes to claim their Prize. The name of any Prize Winner from any rejudging will be advised via email, in the event that any rejudged Prize Winner is not eligible, the Promoters will conduct a rejudging until the Prize is awarded (subject to any further regulatory directions).

17. Winner Publicity: In accepting the Prize, the Prize Winners agree to participate in any publicity arrangements made by or on the behalf of the Promoter. The Prize Winner further acknowledges that the Promoter reserves the right to publicise their name and location without any payment being made to them in respect of this Promotion.

Section 7: General Conditions

18. Lost, Delayed Communication: The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.

19. Release: To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Prize Winner, releases the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in connection with the Prize or their participation in the Promotion. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential and economic loss) suffered or sustained in connection with this Promotion, the

promotion of this Promotion, or the use of any Prize, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) for submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is 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. Entrants must own the rights to any photographic image published and understand that by entering the Promotion the Promoter has the right to use and re-use these images on all its associated and Medina Property Services Pty Ltd websites, promotions, and in press releases for promotional purposes. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter and may be used by the Promoter at any time.

20. Force Majeure: Subject to State legislation the Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts, which are not reasonably within the control of the Promoter.

21. Disputes: In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.

22. Privacy Notice: During the course of the Promotion, the Promoter may collect personal information in relation to entrants. This may include, but is not limited to, the names, email addresses, telephone numbers and credit card details of the entrants, provided by the entrant on the online enquiry form, registration form or when paying for services provided by the participating Hotel. The entrant's personal information is collected so the Promoter is able to conduct the Judging and to contact and award the Prizes to the Prize Winners, to publish the results of the Promotion and to publicise the Promotion. All entries become the property of the Promoter and may be communicated to the public by the Promoter or used for promotional purposes, subject to the Promoter's privacy policy. By entering the Competition, the Prize winner agrees to the use of their name and/or written content without compensation.

23. Consent to use of Personal Information for Marketing Purposes:

Furthermore, by entering this Promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of the information collected pursuant to Clause 22 by the Promoter. For details about who we are, how we may use your information and what your rights are under the new privacy laws, please see our

Privacy Policy, which is available from the Promoter at the address provided in Section 1, Clause 2 or online at <http://www.tfehotels.com/privacy>. Uses may include future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant, or distribution of marketing materials for goods or services in the tourism, hospitality and services industries from Medina Property Services Pty Ltd or from companies in the tourism and hospitality industry in which the Promoter holds shares.