

2020 is Magnifique Promotion

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: Send a new 2020 MICE lead between 27 March 2019 and 30 June 2019, quoting "2020 is Magnifique", for business at the Sofitel Brisbane Central, 249 Turbot St, Brisbane City QLD 4000 (quote must be for business to be held during 2020 (between 1 January 2020 and 31 December 2020 and spend must be a minimum of AU\$25,000), to be entered in the Draw. There will be one (1) prize awarded in this promotion. To be eligible to enter entrants must be able to accept the prize as stated, on the date included in condition 10, if they are a winner. If a winner is unable to accept the prize as indicated the prize will be forfeited and a new winner will be drawn.

2. Promoter: The Trustee for Sovereign Operations Pty Limited T/as Sofitel Brisbane Central (ABN 90 077 329 606), 249 Turbot Street, Brisbane QLD 4000.

3. Promotion Period: The Promotion will commence at 9.00am (AEDT) on **27 March 2019** and will close 23.59pm AEST on **30 June 2019**. All times recorded throughout these terms and conditions are in Australian Eastern/Daylight Standard 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 or New Zealand resident

5. Entrants are not eligible to enter the Promotion or win the Prize if they are a director or manager, an employee or immediate family member of an employee of the Promoter or any of its related corporations, or an employee of their agencies associated with the Promotion.

6. Further, any personal information or contact details entered incorrectly on the booking or any subsequent cancellation of the booking before the conclusion of the promotion shall deem the entry as invalid.

Section 3: Entry to the Promotion

7. When an entrant sends a new 2020 MICE lead between 27 March 2019 and 30 June 2019, quoting "2020 is Magnifique", for business at the Sofitel Brisbane, 249 Turbot St, Brisbane City QLD 4000 at (quote must be for business held during 2020 (between 1 January 2020 and 31 December 2020), the entrant will be eligible for one (1) entry in the Draw in the Promotion. The quote spend must be AU\$25,000 or more to receive one (1) entry in the Draw. Entries will be tracked and managed by the Promoter.

To enter, entrants must comply with the following during the Promotion Period:

- a. Send a new 2020 MICE lead between 27 March 2019 and 30 June 2019, quoting "2020 is Magnifique", for business at the Sofitel Brisbane, 249 Turbot St, Brisbane City QLD 4000 (between 1 January 2020 and 31 December 2020); and
- b. Quote must be for a minimum of AU\$25,000 to be eligible in the Promotion

4. **Section 4: Draw**

8. Draw: A representative of the Promoter will conduct a computerised random draw from all eligible entries at 2.00pm (AEST) at MDSA, Level 2, 40 Yeo Street, Neutral Bay, NSW 2089, on 1 July 2019.

The Prize Winner will be selected at random from a computer-generated listing of entries that comply with Section 2 and 3 of these terms and conditions over the Promotion Period.

9. Prize Winners: The Prize described below in Section 5 will be awarded to the first eligible entry drawn as described in Clause 8. If the winner is unable to accept the prize in its entirety the prize will be forfeited and another winner will be drawn on the Redraw date.

Section 5: Prizes

10. Prize Components: There is one Prize to be awarded in this Promotion to be taken by 1 January 2020. The Prize consists of the following:

- a. Return economy flights for 2 people from the winner's nearest Australian/New Zealand capital city to Nadi, Fiji (includes flight associated costs). Airline carrier is to be selected by the Promoter.
- b. 4 nights twin share accommodation at the Sofitel Fiji Resort & Spa including breakfast daily, for 2 people.
- c. The flights & accommodation are subject to availability and must be taken post winner's conference date, in 2019 and prior to 1 January 2020. Prize cannot be used during Blackout dates.

11. Prize Value: The Prize is valued at AU\$3,300. The total value of the Prize to be won during the Promotion is valued at up to AU\$3,300 inclusive of GST.

12. Prize Conditions: The Prizes are subject to the following conditions:

- a. **No exchange of Prize:** The Prize may be transferred 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. **Ancillary Costs:** All transport, meals, beverages, spending money, insurances, service charges, transfers and ancillary costs are not included in the Prize unless specified and is the responsibility of each Prize Winner. If for any reason a winner does not take an element of the prize during the stated period, and on the conditions stipulated by the Promoter (and those of any prize supplier), then that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize. Bookings will be made by the Promoter.
- c. **Taxes:** If the Prize or receipt of it incurs a tax liability, each Prize Winner is liable for payment of such tax.
- d. The Prize winner and their companion must travel on the same flights. It is each winner's sole responsibility for travel to and from the flight departure/arrival points.
- e. 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 companion. Airport taxes and government levies must be paid by the 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. Once flights have been confirmed by the Prize Provider/s changes are not permitted.

Section 6: Prize Winner

13. Contact: The Promoter will contact the Prize Winner in writing by email and telephone within 2 business days of the Draw to confirm their eligibility under these terms and conditions and to confirm whether the Prize Winner wishes to claim their Prize. The name of the Prize Winner will also be published in the Public Notices section of The Australian newspaper on 8 July 2019.

14. Claim of Prize: If a Prize Winner wishes to claim the Prize, they must confirm this fact and their eligibility to win under these terms and conditions by 10.00am AEST on 2 October 2019. If the Prize Winner fails to do so by the deadline, the Prize Winner will be deemed to have forfeited the Prize.

15. Redraw: Subject to any written directions given by state authorities or other applicable law, in the event that a Prize remains unclaimed, the Promoters will conduct a redraw, following the same procedure and format as set out under the Section 4 above. The redraw will take place at 2.00pm (AEDT) on 16 October 2019 at the same place as the original draw described in Clause 8.

16. Redraw Winner: The Promoter will contact the Prize Winner in writing. The name of the Prize Winner from any redraw will be published in The Australian newspaper on 23 October 2019. In the event that this redrawn Prize Winner is not eligible, the Promoters will conduct a redraw until the Prize is awarded (subject to any further regulatory directions).

Section 7: General Conditions

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

18. 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 entrants in connection with the Prize or Prize Winner's 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.

19. Force Majeure: 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, government or industrial dispute or disruption, any flight delays or cancellation, any strike, and other acts, which are not reasonably within the control of the Promoter.

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

21. 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/s. The entrant's personal information is collected so the Promoter is able to conduct the Prize Draw and to contact and award the Prize to the Prize Winner, to publish the results of the Promotion and to publicise the Promotion.

22. 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 21 by the Promoter, which trades as Sofitel Brisbane Central. 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 www.accorhotels.com/gb/security-certificate/index.shtml. 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 the Accor Group or from companies in the tourism and hospitality industry in which the Promoter holds shares.

Authorised under NSW Permit No. LTPS/19/33231 & ACT TP19/02993.