

**Schwartz Family Co Pty Ltd Trading as The Victoria Hotel
("Promoter")**

**WINTER GIVEAWAY
THE VICTORIA HOTEL – COMPETITION
("Promotion")**

CONDITIONS OF ENTRY

1. Information on how to enter the Promotion and the prizes form part of these Conditions of Entry. Participation in this Promotion is deemed acceptance of these Conditions of Entry.
2. The Promotion is open to individuals who:
 - (a) Over 18 years of age; and
 - (b) A resident of Australia; and
 - (c) Are not employees (and their immediate families) of the Promoter and agencies associated with this Promotion; and
 - (d) Have not been discovered to have breached these Conditions of Entry or Conditions of Entry of previous contests run by the Promoter, ("Entrants").
3. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrants age, identity and place of residence) and reserves the right in its sole discretion to disqualify any Entrant who the Promoter has reason to believe has breached any of these Conditions of Entry, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
4. It is a condition of entry that Entrants are able to accept the prizes as stated. Inability to accept a prize as stated will deem the participant an ineligible Entrant and the prize won will be forfeited.
5. All prices stated are in Australian dollars (AUD) as specified and represent the recommended retail price ("RRP") and include GST. All references to times and dates are reflected as to times and dates in Australian Eastern Standard Time or Australian Eastern Daylight Savings Time as the case requires. Times are stated using the 24-hour clock.

PROMOTION PERIOD

6. The Promotion commences for Entrants from Monday, 3 June 2024 and concludes on Friday, 28 June 2024 at 11:59 AEDST ("Promotion Period").

HOW TO ENTER

7. To enter the Promotion an Entrant will be required to:
 - I. Enter via the competition post on The Victoria Hotel Melbourne Instagram account [<https://www.instagram.com/thevictoriahotelmelbourne>]; and
 - II. Follow The Victoria Hotel Melbourne Instagram account @thevictoriahotelmelbourne and MISTER MUNRO Instagram account @mister.munro_; and
 - III. Tag the person who you would love to bring along to the winter staycation in the comment section of the competition post.
8. Entrants can enter as many times as they like during the promotion period. Entrants can only enter in their own name.

9. 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.
10. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
11. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these Conditions of Entry, are incomplete, illegible, or submitted or received by the Promoter after the closing date will be declared void.
12. There will be a total of one winner determined in respect of this promotion. The winner will be determined on Wednesday, 3 July 2024. The Promoter will contact the winner via Instagram Direct Message on Wednesday, 3 July 2024. The Promoter will announce the prize winner in the comment section of the competition post within 24 hours following the draw. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every Entrant.
13. This is a game of skill. All valid entries received during the Promotion will be evaluated based on specific criteria, and the winner will be determined by the skill demonstrated in their entry.
14. The Promoter reserves the right to appoint a replacement winner in the event of an Entrant failing to comply with these Conditions of Entry or cannot be contacted and does not claim the prize within 24 hours from the date of the prize draw.
15. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.

PRIZE CONDITIONS

16. There will be one prize available with a total prize value of \$619 AUD including GST. The prize comprises of:
- I. 1 x One-night accommodation in a Heritage King Room at The Victoria Hotel Melbourne including late checkout (Approx \$359 AUD value)
 - II. 2 x 3-course menu to redeem at MISTER MUNRO Restaurant & Bar (\$70 AUD per person x 2 value)
 - III. 1 x Bottle of champagne on arrival (\$120 AUD value)
17. The prize, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise advised. All prizes must be taken as stated and redeemed during the 1-night stay. No compensation will be payable if the winner is unable to use the prize as stated. No variations are permitted, and all prizes must be taken in its entirety. Any unused portion of any prize will be forfeited.
18. The redemption of the accommodation voucher is subject to availability at the time of booking and is only valid for stays between 3 July 2024 - 3 July 2025. Subject to availability - Blackout dates may apply.
19. The prize winner must make their own way to and from The Victoria Hotel Melbourne at their own costs.
20. The prize will be provided in an electronic format as an e-confirmation or e-voucher to the email address provided by the prize winner.
21. The Promoter accepts no responsibility for the loss of tickets and vouchers, variation in the value, performance, or availability of any prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prize-winner the advertised prize. Any incidental costs relating to the prize are the responsibility of the winner.
22. As a condition of accepting any prize, all winners 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. Prize winners are responsible for all other expenses and incidentals incurred at the relevant Promoter Hotel, including meals, drinks, laundry charges, activities hotel car parking, other hotel incidentals, gratuities, service charges, travel insurance, optional activities or excursions, merchandise or any other costs of a related, ancillary or incidental nature and all other ancillary costs. Unless expressly stated in these Conditions of Entry all other travel and prize related expenses become the responsibility of the winner. A credit card imprint or cash deposit will be required from the winners at check-in to the Promoter Hotel for all incidental charges.

24. If a winner wishes to extend their stay at the relevant Promoter Hotel, it's at their own expense.

PRIZE WINNERS

25. If any prize winner selected is deemed not to comply with the Conditions of Entry, their entry will be declared invalid, and a new prize winner will be awarded by the Promoter. Should a replacement winner be required, a second draw will take place from the pool of valid entries via a third-party random name generator and announced within 24 hours following the second draw.

26. Each prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion or provide the prizes on any dates or in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, pandemic, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or reschedule the Promotion.

27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.

28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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.

29. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.

30. The Promoter does not assume responsibility for and expressly excludes any liability in relation to:

- i. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise; or
- ii. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
- iii. any theft, destruction or unauthorised access to, or alteration of such communications; or

iv. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion;

v. Any incorrect or incomplete information, which may be communicated in the course of the administering this Promotion; or

vi. COVID-19 or any government body order or restriction in relation to COVID-19 (for example, international or state border closures) which prevents or restricts a prize winner from being able to redeem their prize or stay at a Promoter Hotel.

CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

PERSONAL INFORMATION

31. Entry details remain the property of the Promoter. Acceptance of a prize is deemed to be acceptance by the winner of these Conditions of Entry and approval for the Promoter to use the winner's name and image for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.

32. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the Promotion and where appropriate award any offer and/or prize, and Entrant acknowledges that such personal information may also be disclosed to relevant third parties for the specific purpose of administering the Promotion and providing the prizes. If the personal information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. Personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the Promotion and assisting with marketing communications. By entering the Promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office or in the electronic database of the Promoter. The Promoter collects, uses and handles the personal information of all Entrants in accordance with its Privacy Policy available at <https://www.victoriahotel.com.au/privacy-policy/>.

33. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia. This promotion is void where prohibited.

34. The Promoter is Schwartz Family Co Pty Ltd Trading as The Victoria Hotel (ABN 426 397 874 51) of 215 Little Collins Street, Melbourne VIC, 3000, Australia, phone number +61 3 9669 0000.