

## **Ts and Cs:**

Must be 18 years or older to enter, one entry per person. You must download the Harbord Hotel APP and sign up to become a member for your chance to win a VIP Balter and Harbord Hotel Summer experience. **Competition commences on 18/1/23 and competition concludes on 6/2/23 at 17:00 AEST.** Winners drawn at random at **10.00AM AEST on Monday February 6, 2023**, and published on harbordhotel.com.au. Experience is strictly for x2 people and open only and restricted to New South Wales residents only. Prize is non-transferable and non-refundable. Dates for the holiday experience are strictly from Saturday 11 February 2023 – Monday 13 February 2023 and are unable to be changed. Rick Shores dining experience is a \$300.00 gift voucher, and any additional costs above this amount will be covered and paid for by the winner. Flights, accommodation, and transfers to and from the airport to be covered by Harbord Hotel and Balter. All other costs including taxi or transport to be covered by the winner. Winner will receive x1 suite from Saturday 11 February 2023 – Monday 13 February 2023. Dates are not able to be changed, altered or adjusted. Winner to receive x2 premium General Admission to Summer Salt Festival Southport on Sunday 12 February 2023. Valued at up to \$5,000, this prize includes:

- Return economy domestic flights for two people with luggage
- Return airport transfers
- 2-night stay at JW Marriott Gold Coast Resort & Spa on Saturday 11 February checking out on Monday 13 February and staying in a x1 king ocean view guest room. The room will be shared for the winner and their travel companion.
- Dinner experience at Rick Shores valued at up to \$300.00 – any spend over this amount will be covered by the winner.
- X2 Premium General Admission Tickets to Summer Salt music festival at Southport QLD

Entry to the promotion is open to NSW residents only who fulfil the entry requirements and are 18 years of age or older. The following are not included as part of the major prize holiday: all other out of pocket expenses, including meals, beverages, laundry services, spending money, transfers, additional accommodation due to flight schedules, optional excursions, tipping, passports, visas, travel insurance, costs of flight above including flight allowance and all other ancillary costs not expressly provided. Room service, mini bar and any dining costs at the hotel are at the costs of the winner. The costs of obtaining any of these beforementioned requirements are the responsibility of the prize winner and their travel companion. All taxes payable, airline and government are the responsibility of the prize winner. Airline seats are subject to availability. This holiday experience is not available at any other time or dates. Tickets, flights and accommodation is non-refundable. No frequent flyer miles will be accrued as part of this prize.

**Total number of prizes: 1**

**Totally prize value: \$5,000.00 AUD**

## **Method of entry**

The conditions of entry into the Promotion are as follows:

(a) entrants must download the Harbord Hotel app and sign up to become a member by entering their name, address, mobile number and email address and submit this information to be a valid entry. Entrants must subscribe to receiving electronic email newsletters and news and communications from Harbord Hotel and its related companies. You are agreeing to be a subscriber to Harbord Hotel's database.

(b) by submitting their email and mobile entrants agree to become a member of the Promoter (and its related companies), and give their consent to receiving electronic messages from the Promoter (and its related companies);

(c) by agreeing to become a subscriber of the Promoter (and its related companies), each entrant acknowledges and agrees that personal information obtained by the Promoter regarding each entrant will be used for the purposes of the Promotion and for the purposes of informing each entrant of other sales, promotions, offers or activities available from the Promoter (and its related companies) from time to time.

**Maximum number of entries:** 1

**Prize draws:**

- Draw date = Monday 6th February 2023 at 10:00AM AEST

**Location of draws:**

Harbord Hotel  
29 Moore Road,  
Freshwater NSW  
2096

**Notification of winners**

- Winners will be notified via email no later than Tuesday, 7th February 2023 COB

**Public announcement of winners**

The winners of all prizes will be published here:

[www.harbordhotel.com.au](http://www.harbordhotel.com.au) on Tuesday, 7th February 2023

**Unclaimed prize draws**

A random prize draws will occur 10:00 AM AEST on Wednesday 8 February 2023

Location of draw:

Harbord Hotel  
29 Moore Road,  
Freshwater NSW  
2096

**Notification of unclaimed prize winners**

Unclaimed prize winners will be notified via Email on Wednesday 8 February 2023

## **Public announcement of winners from unclaimed prize draw**

The winners of all unclaimed prizes will be published here:  
[www.harbordhotel.com.au](http://www.harbordhotel.com.au) on Thursday, 9 February 2023

### **Terms & Conditions of entry**

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to legal residents of New South Wales who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. The Promotion will be conducted during the Promotion period.
4. The Prize/s are specified in the Details of prizes section of the Schedule.
5. The total prize pool is specified in the Total prize value section of the Schedule.
6. Any prize is valued in Australian dollars unless expressly stated to the contrary.
7. Prizes involving travel must be taken to coincide with the dates specified in the Details of prizes section of the Schedule or as otherwise specified in the conditions of any third party travel provider. Any changes to the confirmed prize details will be at the expense of the winner(s) and will only be permitted with the prior consent of the Promoter or third party travel provider.
8. Unless otherwise stated, any travel prize does not include travel insurance, travel documents, meals, taxes not included in the price of the ticket, transfers, flights, accommodation or any other costs of a personal nature. Compliance with any health, travel insurance, passport or other government requirements is the responsibility of the prize winner. Failure to comply with this will deem the winner's entry invalid and the entrant will forfeit the prize. The Promoter makes no representation as to the safety, conditions or other issues that may exist as part of the travel or at the destination.
9. The Prize travel is subject to availability at the time of booking. The winner and, if applicable, their companion must travel together on all prize travel. The Promoter is not responsible for any cancellation, delay or rescheduling of flights, and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.
10. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
11. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.

12. The time of entry will be deemed to be the time the entry is received by the Promoter.
13. Entrants may submit only one number of entries (if applicable).
14. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
15. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.
16. The winner does not need to be present at the draw unless expressly stated to the contrary.
17. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
18. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
19. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
20. The winner(s) name will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
21. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name and NSW state of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.
22. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection

with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

23. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.

24. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.

25. The Promoter and its associated agencies and companies will not be liable for any damage in transit to or delay in transit of prizes.

26. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

1. The Promoter reserves the right to alter, extend, delete or change the promotion without notice.

28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter

may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

30. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.

31. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages, emails or telephoning the entrant.

32. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement.

33. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.

34. Facebook may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook; and to release Facebook from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook.

35. Instagram, Pinterest or YouTube may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram, Pinterest or YouTube; and to release Instagram, Pinterest or YouTube from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Instagram, Pinterest or YouTube.

36. If requested winners agree that they will provide photos for use to announce the winner and photos of travel while making use of the prize.

37. Winners have to be a valid Harbord Hotel app membership and be a Harbord Hotel newsletter subscriber at the time of drawing the winner.

39. The winner is solely responsible for any incidental costs, charges, as well as theft and damage during their stay at the accommodation.

40. For any details relating to your collection of information for entrants and winners please refer to Harbord Hotel's privacy policy at the footer or [www.harbordhotel.com.au](http://www.harbordhotel.com.au)

