

## TERMS AND CONDITIONS

1. Information on how to enter the Grab a Giftcard Competition and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to residents of Australia aged 18 years or over.
3. 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.
4. 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.
5. Incomplete, indecipherable, or illegible entries will be deemed invalid.
6. Only one entry permitted per person.
7. 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.
8. Promotion commences 22/06/2009. Entries close 12noon AEDST on 31/08/2009.
9. This is a lottery and the winner of the competition will be randomly selected using a spreadsheet on a computer on the 04/09/2009. Draw to take place at Constellation Hotels Pty Ltd 151 Darley Road, Manly NSW 2095. Draw to be held at 12noon.
10. In the event prizes are not claimed a re-draw will be held on the 4<sup>th</sup> December 2009 at 9am at the office of Constellation Hotel Pty Ltd, 151 Darley Road Manly NSW 2095.
11. The judges reserve the right to select additional reserve entries which will be the next randomly selected entrant, and record them in order, in case of an invalid entry or ineligible entrant.
13. Winners will be notified by telephone and/or email. Results will be accounted on 04<sup>th</sup> September 2009 at the [www.constellationhotels.com/grabagiftcardwinner](http://www.constellationhotels.com/grabagiftcardwinner) website.
14. The Promoter's decision is final and no correspondence will be entered into.

15. Competition open to Australian residents only.

The first randomly selected entry received from Australian residents, as determined by the judges in their absolute discretion, will win one of 20 Constellation Giftcards to the value of \$100.

16. The prize is valued at \$100.

17. 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. Prizes must be taken between 1/10/2009 and 01/10/2010, and are subject to booking and availability. Prize cannot be taken during Australian school holidays, 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. Winners may be required to present credit card at time of accommodation check in.

18. 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, take 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 will not be redeemable for cash.

19. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion. Subject to written directions from the State Regulatory Bodies.

20. If for any reason a winner does not take the prize during the period stipulated by the Promoter, then the prize will be forfeited.

21. 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.

22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

23. 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).

24. 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.

25. 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.

26. Entries are deemed to be received at the time of receipt into the promotion database and NOT at the time of transmission by the entrant.

27. Entries into the competition become valid upon joining the Constellation Hotels website on [www.constellationhotels.com/joinnow](http://www.constellationhotels.com/joinnow) and receiving a confirmation email

28. Any cost associated with accessing the promotional website or the entrant's email service is the entrant's responsibility and is dependent on the Internet/email service provider used.

29. 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. Subject to written directions from State Regulatory Bodies.

30. As a condition of accepting a prize, the winners (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.

31. 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.

32. The Promoter is Constellation Hotel Group Pty Limited of 151 Darley Road, Manly NSW 2095. ABN 65 065 297 403

33. Permit to conduct a trade promotion under the Lotteries Act 1964. Permit number: ACT TP 09/02502