

## **Win an Experience Less Ordinary**

### **Terms and Conditions**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

### **HOW TO ENTER**

To be eligible to enter, eligible individuals need to answer the question of ‘Tell us what your ONE WELLINGTON ST KILDA experience would be in 25 words or less.’ Via visiting the display suite at One Wellington on Sunday 7<sup>th</sup> October 2018. This is a game of skill and all entries will be judged on their individual merits.

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### **ELIGIBILITY REQUIREMENTS**

3. Entry is only open to Australian residents. Employees (and their immediate families) of *the Promoter* 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. There is no limit to the number of entries per person.

### **STARTING AND CLOSING DATES**

5. Promotion commences on 7/10/18. Entries closes 11:59pm AEDST on 30/10/18 (for online entries) (“Promotional Period”).

### **WHEN AND WHERE THE PRIZE WINNERS WILL BE SELECTED**

6. There will be one (1) major prize for this promotion. The winner will be judged at Nourish Brands, 1/28 Down Street, Collingwood, VIC, 3006, 10:00am 31/10/18. Winner will be notified in writing within two (2) business days of the prize draw.

### **DETAILS AND VALUE OF THE PRIZE**

7. The first valid entry will win the prize of x1 St.Kilda experience to the value of \$1000, including a selection of activities from St. Kilda businesses via vouchers.

### **DETAILS OF ANY PURPOSES THAT THE INFORMATION COLLECTED FROM ENTRANTS WILL BE USED FOR**

8. The Promoter collects personal information (“PI”) in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.onewellington.com](http://www.onewellington.com). In addition to any use that may be outlined in the Promoter’s Privacy Policy, the Promoter may use the entrant’s names, contact details (e.g. postal address, email address and phone number) for future promotional, marketing and publicity purposes, including sending electronic messages or telephoning the entrant, for an indefinite period unless otherwise advised by the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and

how those complaints will be dealt with. All entries become the property of *the Promoter*. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

## GENERAL

9. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, 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.
10. Incomplete or indecipherable entries will be deemed invalid.
11. 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.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Subject to the unclaimed prize draw, if for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
14. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
15. If a prize (or part of a prize) is unavailable, the Promoter reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
16. Total prize pool value is up to AU\$1,000.
17. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
18. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Any cost associated with accessing the promotional websites is the entrant's responsibility and is dependent on the Internet service provider used. 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.
20. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("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.

21. 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) taking of the prize.
22. As a condition of accepting a prize, each winner (and his/her companion for the purposes of the major prize) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner (or the major prize winner's travel companion) is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

Promoter is One Wellington Pty Ltd (CAN 620 111 506) 1 Wellington St. St.Kilda, VIC., Australia.