Terms & Conditions

- 1. Information on how to enter and the prizes form part of these Terms & Conditions. Entry into this Promotion is deemed acceptance of these Terms & Conditions.
- 2. The Promotion commences at 12.01pm (Sydney time) on 05/02/2018 and closes at 11.59pm (Sydney time) on 28/02/2018 ("**Promotion Period**").
- 3. The Promotion is open to individuals who:
 - i. are residents of Australia;
 - ii. are aged 18 years of age and older;
 - iii. are not employees of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the Prizes); and
 - iv. have not been discovered to have breached Terms & Conditions of previous contests run by the Promoter ("Eligible Entrants").
- 4. To enter, Eligible Entrants must provide their first name, last name and email address on their online entry at <u>www.thredbo.com.au</u>. Once submitted a unique URL will be provided to the Eligible Entrant to share with their friends during the Promotion Period. All referrals that lead to a friend signing up using the unique URL, will provide the original Eligible Entrant an additional entry in the draw.
- 5. Only one original entry per Eligible Entrant, however multiple entries are permitted via shared URL referrals.
- 6. 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 Terms & Conditions, are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
- 7. The draw will take place at the offices of MDSA located at 15 Grosvenor Street, Neutral Bay, NSW 2089 at 2.00pm (Sydney time) on 02/03/2018.
- 8. The winner will be contacted by phone and in writing by email relying on contact details provided by the entrant and their name will be announced in *The Australian* newspaper on 09/03/2018.
- 9. The result of the prize draw is final and no correspondence will be entered into.
- 10. There will be one prize awarded to the first eligible entry drawn. The winner will receive the Ultimate Beginner Experience in Thredbo prize, which includes;
 - i. 3 nights twin share accommodation at the Thredbo Alpine Hotel for 4 people
 - ii. 3 days First Timer lift access for 4 people
 - iii. Daily 2 hour First Timer Lessons for each person
 - iv. Sport rental equipment for each person
 - v. \$1,000 MyMoney to be used at any Thredbo venue (ie meals, dinner, shopping spree).
- 11. The maximum total prize pool value is \$11,480.

- 12. This prize is valid for use between 09/06/2018 and 01/10/2018. Bookable dates are dependent on availability. Once booking has been made, no changes of dates are possible. The prize is not redeemable for cash value and is non-transferable.
- 13. The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prize. The Promoter reserves the right to 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 winner the advertised prize, subject to State regulations. Incidental costs relating to the prize are the responsibility of the winner (& their guests).
- 14. Incidental costs relating to the prize, including but not limited to room service, telephone, in room video, mini bar and meals, spending money, insurance and compliance with any health or other Government requirements, are the responsibilities of the winner and their nominated traveling companions. Any transportation to/from the winner's home to Thredbo is the winner's responsibility.
- 15. If the prize is not taken by the specified validity date the prize will become void and the Promoter will be under no obligation to extend the time by which the trip or accommodation can be taken nor to provide the prize winner with any alternative prize or compensation of any kind.
- 16. If for any reason the winner does not take an element of the prize, 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. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination.
- 17. The Promoter reserves the right to conduct a redraw in the event of the winner not claiming the Prize. If the Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further draw, as required, at the same time and place as the original draw on 15/06/2018. The winner, if any, will be notified by phone and in writing by email, and their name will be published in *The Australian* newspaper on 22/06/2018.
- 18. The Promoter, other entities associated with this promotion and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.
- 19. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of accepting the prize.
- 20. If the promotion does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness or proper conduct of the promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion or disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:
 - a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
 - b) Failure of any entry to be received by the Promoter as a result of those matters; nor

- c) Any injury or damage to entrants or any other person related to or resulting from participation in the promotion or downloading any materials relating to the promotion.
- 21. The Promoter is Kosciuszko Thredbo Pty Ltd (ABN 95 000 139 015), Friday Drive, Thredbo, NSW 2625, telephone number (02) 6459 4100.
- 22. Authorised under NSW Permit No. LTPS/18/21151, ACT Permit No. TP18/00039 & SA Licence No. T18/30.