

## **Terms and Conditions Nightcap Hotels**

### **General**

1. The Promoter is Prime Creative Media of 11-15 Buckhurst Street, South Melbourne VIC 3205 ABN 51 127 239 212 Telephone Number: 03 9690 8766.  
No Authorising Permit required
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions. If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.
3. By entering this competition, the entrant consents to the Promoters using the entrant's personal details to determine the outcome of the competition, including draws and publication of winners. The entrant also consents to their personal information being shared with Big Rigs for the purposes of marketing only. This may include future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose.
4. The entrant consents to their personal information being shared with Big Rigs for the purposes of marketing only. If the entrant does not consent, their information will not be shared with Big Rigs.

### **Who can enter**

5. Entry is open to all residents of Australia except employees and immediate families of the Promoter and their associated companies and agencies.
6. Immediate family includes the following: spouse, ex-spouse, defacto 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 first cousin.
7. Entrants under 18 years of age must obtain the prior permission of their parent or legal guardian to be able to enter. The Promoter may require any such entrant's parent or legal guardian to sign a release at the Promoter's discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the winner. The release will include the parent or legal guardian's full name and signature. Failure to agree to the release and provide these details will invalidate the winner's entitlement to the prize, subject to State and Territory legislation. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.
8. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and will not be awarded cash in lieu of prizes.

### **When to enter**

9. The competition commences on Thursday April 1, 2021 and closes on Wednesday June 30, 2021 at midnight AEST.

10. The time of entry will in each case be the time the entry is received by the Promoter and not the time entrant submitted the entry.
11. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the delivery due to technical disruptions, network congestion or for any other reason.

**How to enter**

12. The details of how to enter the competition are set out in the Big Rigs newspaper, cover date Friday April 2, 16, 30, May 14, 28, June 11, 25 2021 and online at [www.bigrigs.com.au](http://www.bigrigs.com.au)
13. Entrants may enter the competition by subscribing to received the tri weekly Big Rigs Newsletter. Entries must be received by the Promoter prior to the competition close at midnight AEST Wednesday June, 30 2021
14. The time of entry will in each case be the time the entry is received by the Promoter, not at the time of transmission by the entrant.
15. The Promoter accepts no responsibility for any late, lost or misdirected entries including SMS messages not received by the Promoter or delays in the delivery of emails due to technical disruptions, network congestion or for any other reason.
16. Entrants are required to take full responsibility for the content of their entry and for ensuring that their entry complies with these terms and conditions. For the purposes of these content requirements, "entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion.
17. Entries must be the entrant's current email address
18. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's current email address. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
19. An entrant's entry must not include:
  - (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
  - (b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
  - (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these terms and

conditions.

- (d) The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

20. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
21. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited, to entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

**Number of Entries permitted**

22. Entrants may only enter their details once and only one prize will be given per person.

**Draw and Notification of winner**

23. The winners will be the first valid entry submitted in accordance with these terms and conditions, that is drawn by Big Rigs at Prime Creative Media of 11-15 Buckhurst Street, South Melbourne VIC at 3:00pm AEST Monday June 7, July 5 and August 5, 2021
24. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
25. The Promoter's decision is final, and the Promoter will not enter in to correspondence regarding the competition result or any other decisions the Promoter makes about the Promotion.
26. The winner/s will be notified by telephone or email immediately after the draw. The winner's details will be published in the Big Rigs June 25, July 23 and August 20, 2021 edition.
27. Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder/address owner of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
28. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
29. Subject to State Regulation, an unclaimed prize draw will take place at Big Rigs at Prime Creative Media of 11-15 Buckhurst Street, South Melbourne Wednesday August 18, 2021 at 10:00am AEST. The winner of an unclaimed prize draw will be notified by telephone after the draw. Winner's details will be published in the Big Rigs September 3, 2021 edition.

### **Prize on offer**

30. Individual prize value is up to AUD\$734 each (inclusive of GST). Total prize pool value is up to AUD\$2,202 (inclusive of GST) as at Wednesday March 31, 2021.

The winner will receive a Nightcap Hotels package that includes:

- 2 nights accommodation at choice of 60+ Australia wide Nightcap Hotel
- Welcome drink for two
- Express boxed breakfast for two

31. Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
32. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
33. Prizes cannot be transferred, exchanged or redeemed for cash.
34. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
35. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
36. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or any other organisation, including the internet. Photographs will be allowed only at the discretion of the Promoter.

### **Further Terms and Conditions**

37. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
38. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
39. If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.
40. Entrants are responsible for any cost associated with accessing the promotional website. Access to that site is dependent on the Internet service provider.

41. All entries must be completed online as set out in these terms and conditions. Entries that contain any objects not specified in these term and conditions will be deemed invalid and will not be accepted. The Promoter and its agents take no responsibility whatsoever for such entries that do not comply with these terms and conditions.
42. Any entrant found to be using any form of software or third-party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
43. An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
44. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and 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.
45. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
46. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

**Copyright, Statutory guarantees, Waiver and liability**

47. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter publications or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
48. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion (**Works**). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant hereby grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part or not at

all, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities. The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth) (**Copyright Act**). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

49. 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 competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
50. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
51. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition 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 entries.
52. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
53. All entries become the property of The Promoter (with the exception of any intellectual property rights comprised therein). All opt-in entries may be entered in a database and The Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. By

opting in, the entrant also agrees to share their personal information with CRC for the purposes of Marketing only. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoter on their details set out in Clause 1. Any request to update, modify or delete the entrant's details should be directed to The Promoter (see Clause 1).

### **Privacy**

54. The Promoter collects information about entrants, including for example their name and contact details which they provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities they deal or interact with for example by using their services. We collect and use that information to provide entrants with our goods and services, to promote and improve our goods and services, to provide them with targeted advertising based on their online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact an entrant for those purposes (including by email and SMS) at any time. We may also disclose an entrant's information to our service and content providers, including those located outside Australia. If an entrant does not provide us with requested information we may not be able to provide them with the goods and services they require. We may disclose their personal information to authorities if they are a prize winner or otherwise as required by law. Further information about how we handle personal information, how they can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how they can access or seek correction of their personal information and our contact details can be found in our Privacy Policy at [www.bigrigs.com.au/privacy](http://www.bigrigs.com.au/privacy)