

Competition terms and conditions

17/10/2018 Condensed terms and conditions (must be displayed in all advertising):

See www.malenyhotel.com.au for full terms. Open to Australian and New Zealand residents over the age of 18 who hold a valid driver's licence. Maximum 4 entries per Eligible person per day, defined in full terms. Competition opens 29/10/18 at 10:00 AM and closes 14/12/18 at 6:00 PM. Major Prize winner drawn 14/12/18 at 7pm at Maleny Hotel, 6 Bunya St, Maleny. The total prize pool valued at up to \$100,000.00 (incl. GST). Winner must be present on the night. The Promoter is Maleny Tricorp Hotels Pty Ltd (ABN 58 109 325 715) of 6 Bunya St, Maleny, QLD, 4552.

Terms and Conditions of Entry General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter?

3. Subject to clause 4, entry is open to all residents of Australian and New Zealand over the age of 18, as of the date of entry, who hold a valid driver's licence and who have fulfilled the requirements set out below ('Eligible Entrants'). New Zealand entrants must have a valid passport and be able to travel to Australia should they be drawn as the winner.
4. Employees, and their immediate families, of the Promoter, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, defacto spouse, child or step child (whether natural or by adoption), parent, brother, sister, step brother, step sister.
5. The Promoter is Maleny Tricorp Hotel Pty Ltd (ABN 58 109 325 715) 6 Bunya St, Maleny, QLD, 4552 ('Promoter').

How to enter

6. Eligible Entrants can enter the competition by spending \$50 in one transaction in the Maleny Hotel Bottle shop or spending a total of \$10 in the bar (max 4 entries per day) or spending \$30 in one transaction in the Maleny Hotel Bistro or by swiping their gaming members card in the Gaming Room. Each entry is to be placed in a barrel located in the Bottle shop or Gaming Room. There will be 20 minor draws:

1 draw every Wednesday at 6pm	1 Draw Friday at 6.30pm	1 Draw every Sunday at 2pm
31/10/18	2/11/18	4/11/18
7/11/18	9/11/18	11/11/18
14/11/18	16/11/18	18/11/18
21/11/18	23/11/18	25/11/18
28/11/18	30/11/18	2/12/18
5/12/18	7/12/18	9/12/18
12/12/18	1x Draws 14/12/18 1 an 6.30pm	
Major Draw at 7pm 14/12/18		

7. The entrant must be present at the time of the draw to win a key. Each entrant will receive a key for the chance to open a lock for the major draw. The entrant that opens the lock (only one entrant can open the lock) will then play "Match till you Win" to determine which prize is won. The game Match till you win consists of 40 balls in a barrel. 5 balls contain a Mega prize, 6 balls contain a Major Prize, 7 balls contain a Mini prize and the rest are consolation prizes.

The contestant then pulls out one ball one at a time until they get 5 of the same prize. They will then win whatever they have 5 of the same.

Mega Prize	\$100,000.00
Minor Prize	\$50,000.00
Mini Prize	\$8,000.00
Consolation Prize	\$1000.00

A Loss Adjuster from Crawford & Co will be present to officiate the draw.

8. If any winner of the minor draws is unable to attend the major draw for any reason, the winner must notify the Promoter prior to 5pm on 13/12/18. The winner is able to nominate a substitute. All substitutes are subject the clause 3 and 4. If any winner is not in attendance on 14/12/18, their key will be discarded from the draw.
9. The competition commences on 19/10/18 at 10:00 AM and closes 14/12/18 at 6:00 PM ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.
10. The winner will be the entrant to successfully open the padlocked box on 14/12/18 at 7pm.
11. All Mega, Minor and Mini Prize will be paid within 28 days after the draw, via cheque. If the Consolation Prize is won it will be paid via Cheque on the night. The maximum prize value is up to \$100,000.00 (Including GST), as at 17/10/18
12. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
13. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age 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 no substitute will be offered. Competition terms and conditions 17/10/2018
14. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
15. The Promoter's decision in relation to any aspect of the competition is subject to State legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries.

16. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
17. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
18. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
19. The Promoter (subject to State and Territory legislation) 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 this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
20. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').
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) use of a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter