

WIN A ONE NIGHT STAY AT SWEENEY'S HUT, KIMO ESTATE

TERMS & CONDITIONS

NSW Permit Number – LTPS/19/37287

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

COMPETITION SCHEDULE:

MAJOR PRIZE:

One night at Sweeney's Hut, Kimo Estate for two adults valued at \$500.

INCLUDES:

All inclusive accommodate package includes breakfast

ENTRY RESTRICTIONS:

Entry is only open to Australian residents aged 18 years or over. Employees of the Promoter, the Prize Supplier(s) and associated companies and their immediate families are ineligible to enter.

HOW TO ENTER:

To enter, individuals must fill out designated data card at Public Dining Room. Incomplete and/or indecipherable entries will be deemed invalid.

PRIZE SUPPLIER:

Kimo Estate

PROMOTIONAL PERIOD:

The promotion will start on Monday 16/8/2019 and end at 11:59pm AEDST on Wednesday 11/12/2019.

WINNER SELECTION:

One Prize Winner will be randomly selected from all valid entries from a barrel draw.

PRIZE WINNER NOTIFICATION:

Major Prize Winner will be notified in writing via email by 5pm on Wednesday 18 Dec 2019.

REDEMPTION:

Gift certificate is valid for 12 months from December 18, 2019.

Reservations are subject to availability and as determined by the resort. Dates are subject to availability. Not transferable and cannot be exchanged for cash.

GENERAL TERMS AND CONDITIONS

1. Only one (1) data card entry permitted per person per visit to Public Dining Room.
2. By entering this competition, entrants agree to receive special invitations, news and offers and agree to be subscribed to the database from Watermark Restaurant Pty Ltd trading as Public Dining Room and Kimo Estate.
3. 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. 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.
4. 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.
5. The draw will take place at the Promoter's office on 11/12/2019. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
6. The Promoter's decision is final, and no correspondence will be entered into.
7. Prize must be taken within 12 months of being drawn on an exact date determined by the Promoter in agreement with the winner, subject to booking and availability. If the winner is not able to redeem the prize on the specified date/s, the promoter may determine another Winner in its absolute discretion.
8. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and his/her companion must depart from and return to the same departure point. Prize is subject to the standard terms and conditions of individual prize and service providers.

9. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend to modify a prize, subject to any written directions from a relevant regulatory authority. The Promoter accepts no responsibility for any loss, damages, or injury incurred to enter the Competition or in connection with taking up the Prizes.
10. The winner and his/her companion acknowledge that participating in any ("Activities") in connection with this prize is a dangerous activity that may result in injury or death and participate at their own risk. The winner and his/her companion must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs, (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner or his/her companion from participating in the Activity if, at any time, they reasonably believe that the winner or his/her companion poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter, it may not be rescheduled, and no compensation will be offered.
11. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the 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.
12. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize selected by the promotor, subject to any written directions from a regulatory authority.
13. Total prize value is up to \$500. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in Prize value between now and the ultimate Prize redemption date.
14. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
15. 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.

16. 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.
17. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
18. 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.
19. 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/use of and/or participation in the prize or an Activity.
20. As a condition of accepting the prize, the winner (and his/her companion) 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.
21. 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 agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing,

publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

The Promoter is Watermark Restaurant Pty Ltd as Trustee for Watermark Unit Trust trading as Public Dining Room (ABN) 77 622 572 872 of 2a, The Esplanade, Mosman NSW 2088 (telephone 02 9968 4880) and Kimo Estate Holdings Pty Ltd (ABN) 40 633 635 800 of 1218 Nangus Rd, Gundagai, 2722 and 0411394918