

**TFE HOTELS: FIND THE RING AT THE SAVOY HOTEL MELBOURNE ON LITTLE COLLINS**  
**TERMS AND CONDITIONS**

1. Information on how to enter, participate and the prize form part of these Terms and Conditions. By participating in this promotion, Entrants (as defined in paragraph 3) agree to be bound by these Terms and Conditions.
2. The promoter is Toga Hotel Management Holdings Pty Ltd (ABN: 82162986352) of Level 5, 45 Jones Street, Ultimo NSW 2007 ("**Promoter**").
3. Entry is only open to individuals aged 18 years or over who reside in Australia ("**Entrant(s)**").
4. **Prize details:** One (1) x classic pear shaped, diamond encrusted pink sapphire ring designed by Fairfax & Roberts Jeweller of 19 Castlereagh St, Sydney NSW 2000 valued at RRP \$10,000 AUD including GST ("**Prize**").
5. Employees (and their immediate families) of the Promoter, the Promoter's related bodies corporate, 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 1<sup>st</sup> cousin.
6. This promotion will consist of two phases; (1) 25 Words or Less Phase 1; and (2) Stay and Find the Ring Phase 2. To win the Prize an Entrant must win Phase 1 and successfully complete Phase 2 ("**Overall Winner**").

**25 Words or Less Phase 1**

7. Entries into this phase open at 12:00am AESDT on Thursday, 31 January 2019 and close at 11.59pm AESDT on Sunday, 10 February 2019 ("**Phase 1 Entry Period**").
8. To enter this phase, Entrants must visit <https://savoyhotelmelbourne.com/>, provide all of the requested personal details, provide an answer to the following question in 25 words or less "why do you deserve to win the ring?", tick the appropriate tick boxes on the entry page and submit the fully completed entry form so it is received during the Phase 1 Entry Period.
9. At the expiry of the Phase 1 Entry Period, the Promoter will judge all entries received based on the originality and creativity of the answer submitted. The best answer, as determined by the Promoter's judges in their absolute discretion, will be selected as the winner of the 25 Words or Less Phase 1 ("**Phase 1 Winner**").

**Stay and Find the Ring Phase 2**

10. The Stay and Find the Ring Phase 2 will take place at The Savoy Hotel Melbourne, between Thursday, 14 February and Thursday, 7 March 2019 ("**Stay Period**").
11. The Phase 1 Winner must stay at least one (1) night at The Savoy Hotel Melbourne, during the Stay Period.
12. An empty ring box with a secret word written inside it will be hidden in the Phase 1 Winner's accommodation room before the hotel's standard 2pm check in time or the Phase 1 Winner's nominated check in time, whichever time is earlier. The Phase 1 Winner must find the empty ring box in their accommodation room during their stay.
13. Once the ring box is located it must be brought to hotel reception and the following information provided to the Duty Manager, before the Prize is awarded:
  - a. Full name;
  - b. Postal address;
  - c. Date of birth;

- d. Email address;
- e. Daytime telephone number or mobile number; and
- f. Confirmation of the correct secret word written inside the ring box.

Failure to provide the mandatory information and sign a receipt of goods form upon receipt of the authentic ring will make the entry null and void.

- 14. The Prize cannot be claimed until the Phase 1 Winner's room during the Stay Period has been paid for in full. The Phase 1 Winner has the duration of their stay to claim the Prize. If the Prize remains unclaimed when the Phase 1 Winner checks out, or the Phase 1 Winner is otherwise disqualified, the Phase 1 Winner forfeits the Prize and the Phase 1 Entrant with the next best answer to Phase 1 will be permitted to attempt Phase 2 at the discretion of the Promoter. The Promoter will continue this process until the Prize is awarded.
- 15. The Promoter reserves the right to verify and check the authenticity of any prize claim or any entry before awarding the Prize.
- 16. The Overall Winner will have their name and state/territory of residence published at <https://savoyhotelmelbourne.com/> within 72 hours of the Overall Winner being awarded the Prize.

#### **GENERAL**

- 17. Incomplete or indecipherable entries will be deemed invalid.
- 18. Only one (1) entry permitted per person.
- 19. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including proof of 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 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.
- 20. Neither the Promoter nor any company or agency associated with the promotion accepts responsibility for the cancellation or delay of the promotion for any reason beyond their control or any inability of the Overall Winner to claim their Prize when awarded.
- 21. Entrants agree to comply with any conditions which accompany a hotel stay at The Savoy Hotel on Little Collins St, Melbourne.
- 22. The Promoter accepts no responsibility for any tax implications that may arise from accepting a Prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether they win the competition.
- 23. The Entrants must follow the method of entry set out in these Terms and Conditions during the promotion period to enter the promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
- 24. To be eligible to win a Prize in this competition, an entry must not:
  - (a) infringe the intellectual property or other rights of a third party;
  - (b) be incomplete or illegible; or

- (c) be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive or otherwise contain content which, in the Promoter's sole discretion, is inappropriate or objectionable.
25. The time of entry will be deemed to be the time the entry is received by the Promoter.
26. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. It is a condition of accepting any Prize that the Overall Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements. Each Prize must be taken as stated and no compensation will be payable if the Overall Winner is unable to use the Prize as stated.
27. The Promoter's and the judges' decision is final and no correspondence will be entered into.
28. It is a condition of entering this competition that the Overall Winner agrees to being photographed, interviewed and recorded. The Overall Winner consents to the Promoter using their name, likeness, image and/or voice (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/services manufactured, distributed and/or supplied by the Promoter.
29. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
30. 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 or in connection with this promotion, or use of the Prize.
31. 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 and Prize suppliers. 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 <https://www.tfehotels.com/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Overall Winner. All entries become the property of the Promoter. The Promoter will not disclose individuals' personal information to any entity outside of Australia.
32. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees ("**Warranties**") regarding the promotion and any Prizes, including any Warranties which may have been made in the course of advertising or promoting the promotion. The conduct of the promotion or the supply of Prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the promotion, an Entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the Entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of

an Entrant entering or participating in the promotion or winning or failing to win a prize, or using or permitting any other person to use the Prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

33. If despite the foregoing clause, the Promoter incurs a liability to an Entrant under any law which implies a Warranty into these Terms and Conditions which cannot legally be excluded, the Promoter's liability in respect of the promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the promotion, or paying the cost of resupplying those goods or services.
34. Without limiting any of the foregoing, in no circumstances will an Entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
35. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any Entrants. In the event that the Overall Winner breaches these Terms and Conditions, the Overall Winner will forfeit the Prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
36. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash. Where a Prize is unavailable for any reason, the Promoter may substitute the Prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in Prize value (including between advertising of the Promotion and receipt of the Prize).
37. Facebook, YouTube, Instagram, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, Entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, or Snapchat; and to release Facebook, YouTube, Instagram, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, or Snapchat.
38. These Terms and Conditions are governed by the laws of the State of New South Wales, and the parties submit to the non-exclusive jurisdiction of the Courts of that State.