

Destination Melbourne "Melbourne Now – Gourmet Getaway" Promotion Terms & Conditions

By entering the "Melbourne Now – Gourmet Getaway" promotion, you are agreeing to the following terms and conditions:

STANDARD TERMS

1. Information on how to enter forms part of the terms of entry.

WHO CAN ENTER

2. Subject to clauses 3 and 4 entry is open to all residents of Victoria, Australia.
3. Employees and their immediate families of Destination Melbourne and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
4. Entrants under the age of 18 years must obtain the prior permission of a parent or guardian over the age of 18 years before entering the competition.

WHEN TO ENTER

5. The competition commences on Monday 8 April 2019 at 00:00 (AEST) and concludes on Sunday 2 June 2019 at 23:59 (AEST) ("the Competition Period"). Entries must be received by the Promoter by the competition close date and time above.

HOW TO ENTER

6. In order to enter the competition, entrants must complete the entry form on melbournenow.com.au/win/gourmet-getaway. Entrants must supply their full name, email address and postcode. Entry is free.

PRIZE

7. There is 1 major prize package on offer:

Gourmet Getaway

- + One-night stay in a Suite at Melbourne Marriott Hotel, including a glass of sparkling wine on arrival, buffet breakfast, valet parking and a three course pre-theatre dinner for two with a bottle of wine
 - + A double pass to Melbourne Museum's *Revolutions: Records and Rebels* exhibition
 - + \$150 Il Pom Italian restaurant dining voucher
 - + \$150 Time Out Melbourne restaurant dining voucher
 - + A double pass to Eureka Skydeck
- Total prize value – \$1,299

8. Validity of the prizes cannot be extended and prizes cannot be used in conjunction with any other offer. The prizes are subject to terms and conditions as specified on the vouchers and as stated by the organisation issuing the voucher.
9. Voucher for one-night stay at Melbourne Marriott Hotel is valid for use until 31 December 2019. Subject to availability and agreement between both parties. Voucher must be used in one visit and is not redeemable for cash. Not to be used in conjunction with any other offers.
10. Tickets to Melbourne Museum's *Revolutions: Records and Rebels* are valid for use between 27 April–25 August 2019. Entry is only valid with tickets. Tickets include general admission access to the whole museum. Voucher must be used in one visit and is not redeemable for cash. Not to be used in conjunction with any other offers.
11. Voucher for Il Pom Italian restaurant is valid until 31 December 2019 and subject to availability at the time of booking. Voucher must be used in one visit and is not redeemable for cash. Not to be used in conjunction with any other offers.
12. Voucher for Time Out Melbourne restaurant is valid until 31 December 2019 and subject to availability at the time of booking. Voucher must be used in one visit and is not redeemable for cash. Not to be used in conjunction with any other offers.
13. Tickets to Eureka Skydeck are for single use only. No refunds, exchanges or transfers permitted.
14. All components of the prizes are subject to availability at the time of booking.

15. Accommodation, spending money, meals, insurance, items of a personal nature and all other ancillary costs are not included unless otherwise stated as part of each prize package.
16. The prizes must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. If a winner is unable to satisfy these terms and conditions or a prize is not utilised or able to be taken within the specified timeframe, the prize will be forfeited by the winner and cash will not be awarded in lieu.
17. The prizes are not transferable, exchangeable, refundable or redeemable for cash. In the event that any prize item is unavailable, the Promoters reserve the right to substitute a prize or item of equal or greater value. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winner.
18. In participating in the prizes, the winner agrees to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winners grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winners will not be entitled to any fee for such use.
19. The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation. The customer undertakes to be personally liable to observe these terms and conditions.

HOW TO WIN

20. Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clauses 2 to 6 will be entered into the prize draw. All draws will take place at Destination Melbourne, Level 12, 50 Queen Street, Melbourne VIC 3000 on Monday 3 June 2019 at 11.00am (AEST)
21. The winner will be chosen from a random draw of entries received in accordance with these terms and conditions. The draw will be performed by a random computer process and the winners will receive the prizes as stated above.
22. The winner will be notified by email within 3 days of the draw and must provide a postal address to claim their prize. If a winner does not respond within 14 days of being notified, then the winner's prize will be forfeited and Destination Melbourne shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 14 days or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner's prize will be forfeited and Destination Melbourne shall be entitled to select another winner.
23. The winner's details (first initial, surname and suburb) will be published at melbournenow.com.au/win/winners for a minimum of 30 days after the conclusion of the competition.
24. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
25. The winner must, on request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoters, demonstrates that the winner is an eligible entrant (as per clause 2, 3 and 4) and has complied with these Terms and Conditions.
26. 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.

NO LIABILITY

27. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters' 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 State Legislation.
28. Destination Melbourne and associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected entries.
29. Any cost associated with accessing the promotion website is the entrant's responsibility and is dependent on the internet service provider used.

30. Destination Melbourne and associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
- a. during the draw;
 - b. as a consequence of late, lost or misdirected entries;
 - c. due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;
 - d. arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;
 - e. during the use of the prizes;
 - f. due to circumstances outside the Promoters' reasonable control.
31. Destination Melbourne and their affiliates 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.
32. If, for any reason, this competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoters which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to State Legislation.
33. 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 State and Territories of Australia ("Non-Excludable Guarantees").

PROMOTER'S DETAILS

34. The Promoter is Destination Melbourne (ABN 39 110 657 264) of Level 12, 50 Queen Street, Melbourne VIC 3000.
- Destination Melbourne 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 prize suppliers. Entry is conditional on providing this information. Your details are kept private and only used for the purpose of contacting you, should you be a winner in this competition. Destination Melbourne will not contact you unless in relation to this competition or unless you have opted in to receive the Melbourne Now eNewsletter. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.