

Destination Melbourne “Win a Melbourne Escape” Promotion Terms & Conditions

By entering the “Win with Melbourne Now!” 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 Friday 1 March at 12:00am (AEDT) and concludes on Sunday 14 April at 11:59pm (AEDT) (“the Competition Period”). Entries must be received by the Promoter by the competition close date and time.

HOW TO ENTER

6. In order to enter the competition entrants must visit www.melbnow.com.au/win. Entrants must supply their email address. Entry is free.
7. Only one (1) entry permitted per person.

PRIZE

8. One lucky winner will receive:
 - A Pan Pacific Melbourne Family Package including:
 - + A one-night stay in a Two Bedroom Suite, located on the top floors of the hotel, including kitchenette facilities, dual bathrooms and city or bay views, plus complimentary Wi-Fi.
 - + Delicious full buffet breakfast for two adults and two children in Dock 37 Bar & Kitchen.
 - + Roast dinner with herbed stuffing and gravy, roast potatoes, broccolini, gourmet family salad and four soft drinks, served in the comfort of your room.
 - + One complimentary movie of your choice to relax with the kids and a family-sized popcorn.
 - + A family pass to the *Polly Woodside* Tall Ship attraction.
 - A Zoos Victoria bundle including:
 - + A 12-month Zoos Victoria membership for two adults and up to four Zooper Kids Club memberships
 - + A \$200 Zoos Victoria voucher

TOTAL PRIZE POOL is valued at: \$1,265

9. Pan Pacific Melbourne Family Package is valid for 12 months from date of draw and is subject to availability. Not available during blackout periods including: Australian Grand Prix, ALF Grand Final or New Year’s Eve.
10. Membership for Zoos Victoria is valid for one household or all people on the membership must live at the same address. Prize must be redeemed within one month of winner announcement.
11. All components of the prizes are subject to availability at the time of booking.
12. Accommodation, spending money, meals, insurance, items of a personal nature and all other ancillary costs are not included unless otherwise stated as part of the prize package.
13. A credit card imprint or cash deposit may be required at check in to hotel (if applicable) for all incidental charges.

14. 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.
15. 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.
16. In participating in the prizes, the winner agrees to participate and cooperate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winner grants the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.
17. The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation. The consumer undertakes to be personally liable to observe these terms and conditions.

HOW TO WIN

18. Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clauses 2 to 7 will be entered into the prize draw. The draw will take place at Destination Melbourne, Level 12, 50 Queen Street, Melbourne VIC 3000 on Monday 15 April 2019 after 9:00am (AEST).
19. 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 winner will receive the prizes as stated above.
20. The winner will be notified by email within 3 days of the draw and must provide a postal address to claim their prize. If the winner does not respond within 2 weeks 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 2 weeks 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.
21. The winner’s details (first initial, surname and suburb) will be published at www.melbournenow.com.au/win/winners for a minimum of 30 days after the conclusion of the competition.
22. The Promoter’s decision is final and the Promoter will not enter into correspondence regarding the result.
23. 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.
24. 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

25. 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.
26. Destination Melbourne and associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected entries.
27. 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.
28. 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.
29. 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.
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 State and Territories of Australia ("Non-Excludable Guarantees").

PROMOTER'S DETAILS

31. 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 agents, contractors, service providers and 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.