

## **Terms and Conditions Accor Hotels and ANZ Wicked Promotion**

Information on how to enter the Promotion forms part of these terms and conditions. Entries not made in accordance with these terms and conditions will be disqualified. Entry into the competition constitutes acceptance of these terms and conditions.

### **Section 1: Promotion**

1. Promoter: Australia and New Zealand Banking Group Limited ('ANZ') (ACN 11 005 357 522) 100 Queen Street Melbourne Vic 3000
2. Participating Accor Hotels: All Sofitel, Grand Mercure, Novotel, Mercure and All Seasons hotels in Australia, available during the Promotion Period.
3. Promotion Period: The Promotion Period will commence at 12.01am on 1 August 2008 and will close at 11.59pm on 30 September 2008 ('Promotion Period'). All times recorded throughout these terms and conditions are in Australian Eastern Standard Time.

### **Section 2: Eligibility**

4. Eligibility: To be eligible to enter the Promotion, entrants must:
  - (a) be above 18 years of age;
  - (b) be a resident of Australia;
  - (c) be an ANZ Frequent Flyer Visa cardholder or ANZ Rewards Visa cardholder; and book and pay for accommodation between 1 August 2008 and 30 September 2008 (inclusive) at a Participating Accor Hotel using their ANZ Frequent Flyer Visa credit card or ANZ Rewards Visa credit card, for the avoidance of doubt, the accommodation stay must be booked and completed within the Promotion Period. Cardholders will not be eligible to enter the competition if their account is more than 30 days in arrears.
5. Non-Eligibility: Entrants are not eligible to enter the Promotion or win any Prize if they are an employee or immediate family member of an employee of the Promoter or its related bodies corporate, employed in a Participating Accor Hotel or an employee of any agencies associated with this Promotion. .

### **Section 3: Entry to the Promotion**

6. When an eligible Australian entrant both makes a booking and pays for a stay at any Participating Accor Hotel in Australia using their ANZ Frequent Flyer Visa credit card or ANZ Rewards Visa credit card within the Promotion Period, the cardholder will automatically receive one (1) entry to the Promotion. Multiple entries are permitted. For the entry to be valid, the payment cannot be disputed by the cardholder or for any reason subsequently cancelled or refunded.

### **Section 4: Draw**

7. Draw: A representative of the Promoter will conduct a random draw of all submitted entries at 11.30am on 21 October 2008 at 5/15 Grosvenor Street, Neutral Bay, NSW 2089. The Prize Winner will be selected at random from a computer-generated listing of entries that comply with these terms and conditions over the Promotion Period.
8. Prize Winner: The Prize described below in Section 5 will be awarded to the

first valid entry drawn as described in paragraph 9.

## **Section 5: Prize**

9. Prize: There is one (1) prize to be awarded in this Promotion consisting of the following:
- a. Economy class return airfares for two (2) people to Melbourne, Australia departing from the winner's nearest capital city in Australia;
  - b. Return transfers from Melbourne Airport to Sofitel Melbourne for two (2) people;
  - c. 2 nights' accommodation for two (2) people at the Sofitel Melbourne in a Club Sofitel Room, including breakfast daily.
  - d. 2 A-reserve tickets to a performance in Melbourne of the musical 'WICKED'
11. Prize Value: The total value of the Prize to be won during the Promotion is valued at up to AU\$2,500, inclusive of GST.
12. Prize Conditions: The Prize is subject to the following conditions:
- (a) No exchange of Prize: The Prize can be transferred to a person 18 years or over at the absolute discretion of the Promoter. However, it cannot be exchanged or redeemed for cash. If for any reason, the Prize Winner cannot take any component of the Prize and he/she does not wish to transfer that component, then this Prize component will be forfeited.
  - (b) Ancillary Costs: All transport, meals, beverages, spending money, insurances, service charges, taxes, transfers and ancillary costs are not included in the Prize unless specified and are the responsibility of the Prize Winner, unless otherwise stated.
  - (c) Taxes: If the Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax. Independent advice should be sought.
  - (d) Prize Availability: All components of the prize, including flights, accommodation and tickets to the performance of WICKED are subject to availability and may not be available during school holidays or special event periods. In the event that any component of the Prize is unavailable for any reason, the Promoter reserves the right to substitute that Prize component with another prize of equal value and the Prize Winner will be notified accordingly, subject to State legislation.
  - (e) Date Prize to be Taken: The Prize Winner must travel and utilise the prize by 31 March 2009. In the case that the winner is a Victorian resident, they will forfeit the airfare portion of the prize and no compensation will be paid in lieu.

## **Section 6: Prize Winner**

13. Contact: The Promoter will contact the Prize Winner by mail or email and telephone by 24 October 2008 to confirm his/her eligibility under these terms and conditions and to confirm whether the Prize Winner wishes to claim his/her Prize. The name of the Prize Winner will also be published in the Public Notices section of The Australian newspaper on 4 November 2008.
14. Claim of Prize: If the Prize Winner wishes to claim the Prize, the Prize Winner

must confirm this fact and his/her eligibility to win under these terms and conditions by 10.00 a.m. on 21 January 2009. If the Prize Winner fails to do either or both of these things by the deadline, the Prize Winner will be deemed to have forfeited the Prize.

15. Redraw: Subject to any written directions given under Reg. 37 of the Lottery and Gaming Regulations (SA) or other applicable law, in the event that any Prize Winner forfeits the Prize or a prize remains unclaimed, the Promoters will conduct a redraw, following the same procedure and format as set out under the Section 4 above. The redraw will take place at 11.30 a.m. on 6 February 2009 at the same place as the original draw.
16. Redraw Winner: The name of the Prize Winner from any redraw will be published in The Australian on 13 February 2009. In the event that this redrawn Prize Winner is not eligible, the Promoters will conduct a redraw until the Prize is awarded (subject to any further regulatory directions).
17. Winner Publicity: In accepting the Prize, the Prize Winner agrees to participate in any publicity arrangements made by or on the behalf of the Promoter. The Prize Winner further acknowledges that the Promoter reserves the right to publicise their name, address and photographs without any payment being made to them in respect of this Promotion.

#### **Section 7: General Conditions**

18. Lost, Delayed Communication: The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
19. Release: To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Prize Winner, release the Promoter and ANZ from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in connection with the Prize or their participation in the Promotion. The Promoter, ANZ, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this competition, the promotion of this competition, or the use of any prize, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any web site, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this competition.
20. Force Majeure: The Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts, which are not reasonably within the control of the Promoter. The Promoter reserves the right to vary the rules of any competition or any prizes offered or cancel any competition if it is no longer able to run the competition due to reasons beyond its control, subject to state legislation. ANZ will not be liable for any losses to any party arising from any variation or cancellation.
21. Disputes: In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.

22. Privacy Notice: During the course of the Promotion, the Promoter or the Participating Accor Hotels may collect personal information in relation to entrants. This may include, but is not limited to, the names, email addresses, telephone numbers and credit card details of the entrants, provided by the entrant on the guest registration form or when paying for services provided by the participating Hotels or obtained directly from ANZ in relation to the payment made to the participating Hotels. The entrants' personal information is collected so the Promoter is able to conduct the Prize Draw and to contact and award the Prizes to the Prize Winners, to publish the results of the Promotion and to publicise the Promotion.
23. Entry details will be used solely for the purposes of this competition and will then be destroyed by ANZ.

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