

# ALL.COM | 2024 SCORE THE ULTIMATE 2024 NRL & NRLW GRAND FINAL SYDNEY EXPERIENCE

# ("Promotion")

# **GAME OF CHANCE TERMS AND CONDITIONS:**

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.

This competition is not administered and/or in collaboration with Facebook/Instagram.

#### **Section 1: Promotion**

- Entrants must visit and follow the steps set out in Section 3 below to enter the Promotion.
   Entrants must submit a valid entry during the Promotion Period set out below in order to receive one (1) entry into the prize draw.
   Entry to the Promotion is limited to one (1) entry per entrant, over the entire Promotion Period.
- 2. The Promoter is AAPC Limited (ABN 87 009 175 820) of Level 23, 1 Bligh Street, Sydney NSW 2000.
- 3. **Promotion Period:** The promotion will commence at 11.00am (AEST) on **Tuesday 03 September 2024** and will close at 11.59pm (AEST) on **Sunday 15 September 2024**. All times recorded throughout these terms and conditions are in Australian Eastern Daylight or Standard Time, as applicable.

# **Section 2: Eligibility:**

- 4. Eligibility: To be eligible to participate in this Promotion, the entrant must during the Promotion:
  - a) be above 18 years of age; and
  - b) be a resident of Australia, and
  - c) be or become a Member of ALL, and
  - d) register for the Promotion by 11.59pm (AEST) on Sunday 15 September 2024
  - e) able to accept a Prize outlined in Section 5 in its entirety if they are a Prize Winner.
- 5. **Non-eligibility:** Entrants are not eligible to enter the Promotion or win any Prize if they are employees or immediate family members of an employee of the Promoter (ACCOR) or its related bodies corporate, its agencies and companies associated with this Promotion or any third party associated with the Promotion.

Entrants are not eligible to enter the Promotion or win any Prize if they are unable to accept the Prize as-is and in its entirety, including each General Prize Conditions outlined in Section 7 of these Terms & Conditions.

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

- 6. To enter the Promotion, eligible entrants must:
  - a) Visit <a href="https://allcom2024nrlgrandfinalcompetition.komo.site">https://allcom2024nrlgrandfinalcompetition.komo.site</a> to enter the Promotion, entrants are asked to:



- b) Complete all required fields on the entry form, including Accor Membership Number (16-character loyalty number or letter.), full name, postcode, email address, and mobile phone number;
- c) Ensure that the details provided match their Accor Membership information;
- d) Upon successful submission, entrants will automatically receive one (1) entry into the prize draw.
- 7. The entrant warrants that their entry including the response and any photos, images or videos ("Entry Material") is: their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.
- 8. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sublicensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.
- 9. By entering the Promotion, entrants consent to any use of their Entry material by the Promoter which may otherwise infringe an entrant's moral rights in the Entry Material, including (without limitation):
  - a) Exercising any of the rights in the Entry Material without identifying the entrant; and
  - b) Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).
- 10. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the entrant. The Promoter takes no responsibility for late, lost, illegible, corrupted or misdirected entries or for any delays or failures in any telecommunications services or equipment. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 11. If entry is permitted via website or app is free. However, any costs associated with accessing a website or app in order to make their entry, are the responsibility of the person seeking access and are dependent on the service provider used.
- 12. Entrants must make their website or app entries manually. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
- 13. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid.
- 14. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant to be invalid if the entrant:
  - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
  - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or



- c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
- d) has submitted an entry that is not in accordance with these Terms and Conditions.
- 15. By entering the Promotion, the Prize Winner agrees on its own behalf and on behalf of its guest benefitting from the Prize that:
  - a) if requested by the Promoter, the Prize Winner and their guest will:
    - I. provide comments about the Promotion and/or a photograph or audio-visual clip of themselves; and
    - II. participate in all promotional and publicity activity in connection with the Promotion;
  - b) the Promoter may use their name, image, location, comments, photographs, Entry Material or clips ("Materials") for publicity and promotional purposes in any form of media, without reference or compensation to the Prize Winner and their guest/s or any other person;
  - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
  - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others (including the and Related Parties) to do the same; and
  - e) the Prize Winner and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.
- 16. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a Prize Winner in the Promotion, and that entrant may not be awarded a Prize.

#### **Section 4: Prize Draw:**

- 17. A representative of the Promoter will conduct a computerised random draw from all eligible entries <u>at 10.00am</u> AEST on **Monday 16 September 2024** at MDSA, Level 16, 1 Denison Street, North Sydney NSW 2060 Australia...
- 18. The one (1) winner ("**Prize Winner**") will be selected at random from a computer-generated listing of entries that comply with Sections 2 & 3 of these terms and conditions over the Promotion Period. If a Prize Winner is unable to accept the Prize, the Prize can be transferred to a person 18 years or over at the absolute discretion of the Promoter.

# **Section 5: Prizes:**

- 19. Each eligible entrant will go in the draw to win the following prize ("**Prize**"). The first eligible entrant drawn will be the Prize Winner who will receive the " **ALL.COM | 2024 SCORE THE ULTIMATE 2024 NRL & NRLW GRAND FINAL SYDNEY EXPERIENCE** prize, consisting of:
  - Two (2) all-inclusive tickets to watch the 2024 NRL & NRLW Telstra Premiership Grand
    Final at Accor Stadium in the ALL Member Suite
  - A three-night stay at the newly open Hotel Woolstore 1888 Handwritten Collection from Friday 4 October 2024
  - An Ultimate NRL money can't buy experience for two
  - Guided Bridge Climb on the iconic Sydney Harbour Bridge for two
  - Two caps and jersey's of team of choice



- Return private transfer for two (2) to Accor Stadium One (1) \$1,000 Qantas Airways flight voucher (if the Prize Winner is not a Sydney resident).
- Tour & Dine at the Sydney Opera House for two (2)
- Merlin 3 attraction pass for two (2) including; SEA LIFE Sydney Aquarium, WILD LIFE Sydney Zoo and Madame Tussauds Sydney

Details on receiving their prize will be given at the time of the Prize Winner's acceptance.

#### **Section 6: Prize Value:**

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- There is a total of one (1) Prize to be awarded with a maximum notional value of AU\$8,474.85
- The Promoter accepts no responsibility for any variation in the value of a Prize. Values are based on the recommended retail value and exchange rate at the time of publication.

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

- 21. Each Prize is subject to the following conditions:
  - a) Tickets cannot be sold under any circumstances, nor are exchangeable, transferrable or refundable. The Prize cannot be gifted to another person
  - b) Taxes: If a Prize or receipt incurs a tax liability, the Prize Winner is liable for payment of such tax:
  - c) Prize validity: Elements of the Prize linked to a scheduled event is valid only on the date of the scheduled event.
  - d) If any of the Prize events are cancelled for reasons outside of the Promoter's control or for reasons related to health and safety, there will be no rescheduling of the event and tickets will become void and will not be exchanged for any other Prize.
  - e) All components of the Prize must be taken together. Meals, travel, transfer costs, tips, room service, minibar, telephone charges and any other personal expenses, (other than those specified in section 5), are the responsibility of the Prize Winner and their guest. If for any reason, the Prize Winner, or the nominated person to whom this Prize is transferred to is unable to accept their Prize as stated, and within the dates indicated, the Prize Winner will forfeit the Prize and no compensation will be given in lieu;
  - f) There can be no changes to accommodation bookings once the reservation is confirmed.
  - g) **Accommodation**: The Prize Winner may be required to provide a credit card in order to check-in at the hotel for a security deposit, and to cover any incidental charges.
  - h) **Accommodation** for the Prize Winner and guest are not upgradeable. The Promoter is not responsible for additional accommodation costs including hotel damages caused by the Prize Winner or their guest, room service and incidentals.
  - i) **Accommodation** is subject to availability at the time of booking and are non-transferable and cannot be exchanged for other destinations. Any alterations to confirmed accommodation details will be at the expense of the Prize Winner.



j) **Qantas Airways Flight Voucher**: Terms and Conditions apply. See <u>Flight and gift voucher</u> conditions | Qantas AU for full Terms and Conditions.

The flights voucher is not valid if the Prize Winner is from Sydney. Flight voucher will only be awarded if the Prize Winner resides outside of Sydney. If the Prize Winner resides in Sydney, they will forfeit the flight voucher components of the Prize.

- k) **BridgeClimb** Terms and Conditions apply:
  - a) The prize cannot be varied or extended. The prize does not include any component of travel. The winner will be solely responsible (at the winner's sole expense) for any travel costs necessary for the winner to redeem the prize.
  - b) In the instance of unsuitable weather, as decided by BridgeClimb Sydney in its absolute discretion, the climb may be cancelled. The winner and their guest/s will be subject to and must abide by the terms and conditions of BridgeClimb Sydney. Any breach of such terms and conditions may affect the ability to receive benefits of the prize. To participate in a Climb, the winner ("Climber/s") must meet BridgeClimb Sydney's standard health and safety conditions, available at https://www.bridgeclimb.com/plan-your-visit/pre-climb-checklist. Climbers will need to take into account any medical conditions they may have that may impact on their ability to climb vertical ladders and steep slopes safely.
- l) **Sydney Opera House** Terms and Conditions apply:

Tour and Dine Terms and Xibdi

- a) Please contact Tourism Reservations to book the English Tour and Dine. Please call 02 8188 Reservations team.
- b) Also available in French, German, Spanish, Mandarin, Japanese and Korean as a 30-minute tour.
- c) Running time approximately 1+ hours. This time is from when one of our guides meets guests at the Welcome Centre through to the end of the tour.
- d) Enjoy your meal either before or after your tour. House Canteen and Opera Bar are located on the Lower Concourse.
- e) Once you have booked your Tour and Dine, on arrival please go to the Welcome Centre to check in and you will be given a Tour and Dine ticket.
- f) Please present your tour ticket at the food service counter of either F&B venue to order your meal.
- g) No reservations are needed to dine. You can enjoy your meal anytime between 11.30 am and 6 pm.
- h) 24-hour cancellation applies please contact Tourism Reservations if you need to move the date or cancel the booking.
- m) Unless specified, transport is not included, and if transfers are required are at the Prize Winner's cost
- n) Any travel or entry documentation such as passports, entry visas & any insurances, will be the responsibility of the Prize Winner and their guest. It is the Prize Winner's responsibility to check with government travel advisory and immigration authorities regarding travel requirements and eligibility. Any fines, penalties, payments and expenditure incurred as a



result of not meeting such requirements are the sole responsibility of the Prize Winner and their guest;

- o) The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of any element of the Prize. Any costs, without limitation, incurred, will be the sole responsibility of the Prize Winner;
- p) In the event of war, terrorism, state of emergency, disaster, public health event, pandemic or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative element of the Prize at an alternative destination or location to the same value as the original Prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion. The Promoter and any associated companies involved in the Promotion, make no representation as to the safety, conditions or other issues that may exist/apply, regarding the Prize. It is the sole responsibility of the Prize Winner and their guest, to make all reasonable enquiries with all relevant government travel advisory bodies for information regarding the safety and any other situation at a Prize destination or location.
- q) If a Prize, or any portion of the Prize, is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to state regulation and subsequent approval.
- r) All Prize Winners take part in the Prize at their own risk and to the fullest extent allowed by law; the Promoter accepts no liability with regard to such Prizes whatsoever. The Promoter will have no liability in relation to the conduct of the Prize Winner or their guest, nor in connection with any circumstances outside its control with respect to the Prize once delivered to the Prize Winner.
- s) Each element of the Prize will be provided subject to the terms and conditions of the provider. To the extent permitted by law, neither the Promoter nor its agents will have any liability in relation thereto, and any dispute arising from accepting the Prize must be taken up with the provider.
- t) By accepting a Prize, each Prize Winner and his/her guest agree to adhere to all the venue regulations that apply to an element of the Prize. Venue regulations can be requested at the time of Prize notification.
- u) Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 22. For the Prizes that include attendance to an event, the following terms will apply:
  - a) Attendance must be taken to coincide with that event. Prizes are only valid on the dates advised by the Promoter and can only be redeemed in accordance with the Prize supplier's terms and conditions.
  - b) I.D to enter the venue may be required. The venue may reserve the right to refuse any person entry into the venue, including, but not limited to, those who appear drunk or intoxicated.
  - c) Dress standards may apply (at the discretion of the venue).



- d) The Promoter will not be liable and takes no responsibility for any refusal of entry by the venue of any person for any reason.
- e) Responsible services of alcohol laws may be strictly enforced by the venue.
- f) If any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant Prize Winner (and their guests, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize.

# **Section 8: Prize Winner**

- 23. **Contact:** The Promoter will contact the Prize Winner in writing within two (2) business days of the prize draw to confirm their eligibility under these terms and conditions and to confirm whether the Prize Winner wishes to claim their Prize. The Prize Winner (<u>last name</u>, <u>first initial and postcode</u>) will be announced at <a href="https://allcom2024nrlgrandfinalcompetition.komo.site">https://allcom2024nrlgrandfinalcompetition.komo.site</a> from **Friday 27 September 2024** for a minimum of 28 days.
- 24. **Claim of Prize**: If a Prize Winner wishes to claim their Prize, the Prize Winner must confirm this fact and their eligibility to win under these terms and conditions **by 5:00pm on Monday 23 September 2024.** If a Prize Winner fails to do so by the deadline, the Prize Winner will be deemed to have forfeited their Prize.
- 25. **Redraws:** Subject to applicable law, in the event that a Prize remains unclaimed or forfeited, the Promoter will conduct further draw/s, following the same procedure and format as set out under the Section 4 above. The redraw, if any, will take place at the same time and location as the original draw on **Tuesday 24 September 2024** at MDSA, Level 16, 1 Denison Street, North Sydney NSW 2060.
- 26. **Redraw Winner:** The Prize Winner from the redraw will be notified in writing within two business days of the redraw. The Prize Winner from the redraw, if any, will be announced (<u>last name, first initial and postcode</u>) at <a href="https://allcom2024aflgrandfinalcompetition.komo.site">https://allcom2024aflgrandfinalcompetition.komo.site</a> from Thursday 26 September 2024 for a minimum of 28 days. In the event that the prize winner/s is not eligible, the Promoter will conduct further redraws until the Prize/s is awarded (subject to any further regulatory directions).
- 27. **Winner Publicity:** In accepting a 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. Prize Winner agrees to participate in and co-operate with all reasonable media editorial requests, including but not limited to, being interviewed and photographed, and the Prize Winner grants the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use. The Prize Winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation. It is a condition of accepting a Prize that the Prize Winner and their guest must comply with all the conditions of use of the Prize and the Promoter's requirements.

# **Section 9: General Conditions:**



- 28. **Lost, Delayed Communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
- 29. Release: To the fullest extent permissible by law, each entrant in the Promotion including without limitation the Prize Winner, releases the Promoter and its affiliates (including partners providing the prizes in this Promotion) 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 Prizes or their participation in the Promotion. The Promoter, 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, consequential and economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any Prizes, 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 online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to entrants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 30. **Force Majeure:** Subject to State legislation 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, public health event, pandemic and other acts, which are not reasonably within the control of the Promoter.
- 31. **Disputes:** In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
- 32. **Privacy Notice:** During the course of the Promotion, the Promoter 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 online enquiry form, registration form or when paying for services provided by the participating Hotel. The entrant's personal information is collected so the Promoter is able to conduct the Prize Draw and to contact and award the Prizes to the Prize Winner, to publish the results of the Promotion and to publicise the Promotion.
- 33. Consent to use of Personal Information for Marketing Purposes: Furthermore, by entering this Promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of the information collected pursuant to Clause 32 by the Promoter, which trades as Accor, Accor Middle East, Africa and Asia Pacific and the Accor Group. For details about who we are, how we may use your information and what your rights are under the new privacy laws, please see our Privacy Policy, which is available from the Promoter online at <a href="https://all.accor.com/security-certificate/index.en.shtml">https://all.accor.com/security-certificate/index.en.shtml</a>. Uses may include future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant, or distribution of marketing materials for goods or services in the tourism, hospitality and services industries from the Accor Group or from companies in the tourism and hospitality industry in which the Promoter holds shares.
- 34. Authorised under ACT Permit No. TP24/01976 and SA Licence No T24/1512.