## **NASTAR** and Win Promotion

## **Terms & Conditions of Entry**

- 1. Information on how to enter forms part of these conditions of entry. Entry is only open to residents of Australia and whose entry is deemed valid and accepted by Kosciuszko Thredbo ("Eligible Entrants"). Entrants must be over the age of 18 years to enter the promotion.
- 2. The competition commences at 12.01pm (Sydney time) on 10/06/2017 and closes at 11.59pm (Sydney time) on 03/10/2017 ("Promotion Period").
- 3. To enter participants must purchase a NASTAR product during the 2017 Winter Ski Season in Thredbo to automatically be entered in the draw. Only one entry per Eligible Entrant permitted, no matter how many purchases are completed throughout the season ("Eligible Entry"). If an entry is found to be invalid, the entrant will not be eligible to win the Prize. Any product returned, exchanged or cancelled throughout Promotional Period will not receive an entry in the draw.
- 4. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these terms and conditions, are incomplete, or submitted or received by the Promoter after the closing date will be declared void.
- 5. The competition prize draw will take place at the offices of MDSA located at 15 Grosvenor Street, Neutral Bay, NSW 2089 at 2.00pm (Sydney time) on 09/10/2017.
- 6. The winner will be contacted by phone and in writing by email relying on contact details provided by the entrant and their name will be announced in *The Australian* newspaper on 16/10/17.
- 7. The result of the prize draw is final and no correspondence will be entered into.
- 8. There will be one prize awarded to the first eligible entry drawn. The prize includes:
  - Two return Delta economy flights to Aspen from Sydney (International flight associated taxes are not included)
  - 7 nights twin share accommodation in Aspen at Aspen Mountain Lodge
  - 6 day lift tickets valid across all four Aspen mountains for two people
  - 6 day Premium equipment rental from Four Mountain Sports for two people
  - 1 day Group Lessons or 1 Full Day Private Lesson for two people
- 9. The prize is valued at AU\$9,400. The maximum retail value of the prizepool is AU\$9,400.
- 10. Delta Airlines and Aspen Skiing Company in conjunction with the Promoter, will arrange the above mentioned prize elements. Prize supplier conditions apply.
- 11. Bookable dates are dependent on availability. Once booking has been made, no changes of dates are possible. This prize is valid for use between 06/02/2018 and 13/04/2018. The prize is not redeemable for cash value and is non-transferable. Flights do not allow for stopovers nor the ability to accrue frequent flyer points. Flights are subject to black periods, such as Christmas, New Year or public holidays. Availability for the accommodation prize needs to be confirmed with the lodging supplier prior to making airline and other travel arrangements. All lodging is subject to availability at time of booking. Blackout dates and other restrictions may apply.

- 12. The Promoter accepts no responsibility for any variation in the value, performance, or availability of the prize. The Promoter reserves the right to substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's control, the Promoter is not able to give the prize winner the advertised prize, subject to State regulations. Incidental costs relating to the prize are the responsibility of the winner (& their guest).
- 13. Incidental costs relating to the prize, including but not limited to room service, telephone, in room video, mini bar and meals, passports, visas, spending money, insurance and compliance with any health or other Government requirements, are the responsibilities of the winner and their nominated traveling companion. Any transportation to/from the winner's home and their departure airport or the winner's home and the hotel, is the winner's responsibility.
- 14. If the prize is not taken by the specified validity date the prize will become void and the Promoter will be under no obligation to extend the time by which the trip or accommodation can be taken nor to provide the prize winner with any alternative prize or compensation of any kind.
- 15. If for any reason the winner does not take an element of the prize, and on the conditions stipulated by the Promoter (and those of any prize supplier), then that element of the prize will be forfeited and cash will not be awarded in lieu of that element of the prize. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and he web site of the Australian Department of Foreign Affairs and Trade.
- 16. The Promoter reserves the right to conduct a redraw in the event of the winner not claiming the Prize. If the Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further draw, as required, at the same time and place as the original draw on 16/01/2018. The winner, if any, will be notified by phone and in writing by email, and their name will be published in *The Australian* newspaper on 23/01/2018.
- 17. The Promoter, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winner's acceptance and use of the prize, except to the extent that any such liability cannot be excluded by law.
- 18. Entry details remain the property of the Promoter. Acceptance of the prize is deemed to be acceptance by the winner of these terms and conditions and approval to use the winner's name and photograph for publicity purposes, unless specifically requested by the winner not to do so at the time of accepting the prize.
- 19. If the competition does not run for its duration due to, but not limited to, computer viruses, tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the Promoter's control that corrupts or affects administration, security, fairness or proper conduct of the competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the competition or disqualify any individual who tampers with the entry process. The Promoter will not be responsible for:
  - a) Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website;
  - b) Failure of any entry to be received by the Promoter as a result of those matters; nor

- c) Any injury or damage to entrants or any other person related to or resulting from participation in the competition or downloading any materials relating to the competition.
- 20. The Promoter is Kosciuszko Thredbo Pty Ltd (ABN 95 000 139 015), Friday Drive, Thredbo, NSW 2625, telephone number (02) 6459 4100.
- 21. Authorised under NSW Permit No. LTPS/17/####, ACT Permit No. TP17/#### & SA Licence No. T17/####.