



## #MyGondola Terms & Conditions

1. Information on how to enter forms part of these conditions of entry. Entry is only open to residents of QLD, NSW, ACT, Vic, Tas, WA & NT and whose entry is deemed valid and accepted by Kosciuszko Thredbo. If a participant is under the age of 18 years they must first obtain their parent or guardian's permission prior to entering the Promotion, and if a winner, the Prize will be awarded to the parent or guardian on the winner's behalf.

Employees and immediate family of the Promoter are permitted to enter the Promotion, however other entities and agencies associated with this competition, their related bodies corporate and each of their officers, agents, employees and immediate family of any of them are ineligible to enter ("Eligible Entrants").

2. The Promotion commences at 12.01am (Sydney time) on Friday 16 August 2019 and closes at 11.59pm (Sydney time) on 31 March 2020 ("Promotion Period").

3. To enter, Eligible Entrants who have a personal Instagram profile must post an image to Instagram showcasing their own Thredbo experience, including the hashtag #MyGondola during the Promotion Period.

Each entry will be individually judged on inspiration and creative merit. The Judge's decision will be final and no correspondence will be entered into.

Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.

The Promoter, its affiliates and agents are not responsible in any way for the content or descriptions included by entrants, nor do they necessarily endorse the content or descriptions. Entries received must be the original work of the entrant. Entries received



during the Promotion Period will be individually moderated by representatives of the Promoter to ensure content posted is not illegal, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, indecent, libellous, hateful, obscene, or otherwise injurious to third parties or are otherwise objectionable.

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. A panel of Judges appointed by the Promoter will conduct the judging from all eligible entries at Friday Drive, Thredbo, NSW 2625 at 12.00pm (Sydney time) on 1 April 2020.

The winner will be selected by the Judges. The prize winner will be the entrant who submitted the most inspirational and creative entry that best represents #MyGondola in the opinion of the judges, of all eligible entries received during the Promotion Period.

6. The winner will be contacted in writing via Instagram message within 2 business days of the draw. The result of the prize draw is final and no correspondence will be entered into.

7. The winner will receive the following:

**Option A**

- Prize for 2 people
- 3 nights staying at the Thredbo Alpine Hotel over Opening Weekend 2020 (5, 6, 7 June 2020)
- 3 day lift pass and equipment rental
- Daily hearty mountain breakfast

For avoidance of doubt, travel to and from the prize destination is the sole responsibility of the winner and their guests.



Winner will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws, codes or policies including those of the relevant liquor licensee relating to the responsible service of alcohol in all states of Australia. The Promoter supports the responsible service of alcohol.

9. The Promoter will arrange all elements of the prize. Prize supplier conditions apply.

10. Once booking has been made, no change of dates is possible.

11. The prize is not transferable or exchangeable or redeemable for cash or any other goods or services. 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).

12. Unless specified, the prize winner (and their guest) are responsible for all other expenses including travel, spending money, meals, drinks, transfers, laundry charges, activities, hotel car parking, other hotel incidentals, ground transportation, taxes that are not included in the price of the ticket, related insurance, gratuities, service charges, travel insurance (unless specified), optional activities or excursions, merchandise or any other costs of a related, ancillary or incidental nature and all other ancillary costs. Unless expressly stated in these terms and conditions all other travel and prize related expenses become the responsibility of the winner.

13. If the prize is not taken by the specified validity dates, outlined in clause 8, the prize will become void and the Promoter will be under no obligation to extend the time by which the prize can be taken nor to provide the prize winner with any alternative prize or compensation of any kind.

14. 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.

15. The Promoter reserves the right to conduct a rejudging in the event that a Prize remains unclaimed, following the same procedure and format as set out under condition 5 of these Terms & Conditions. Any rejudging will take place at 2.00pm (Sydney time) on 5 April 2020. Any winner will be contacted in writing via Instagram message within 2 business days of rejudging by 9 April 2020.

16. 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.

17. 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.

All entries become the property of the Promoter and may be communicated to the public by the Promoter or used for promotional purposes, subject to the Promoter's privacy policy. By entering the Promotion, the Prize winner agrees to the use of their name, image, audio-visual recording, written content and/or photograph/s, without compensation.

18. Entrants acknowledge that all content posted on Facebook, Twitter and Instagram must be in accordance with their applicable terms.

This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. Entrants are providing their information to the Promoter and not to Facebook, Twitter or Instagram. Each Entrant completely releases Facebook, Twitter and Instagram from any and all liability.



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: Malfunction, delay or traffic congestion on any telephone network or line, computer on-line system, servers or providers, computer equipment, software, or website; Failure of any entry to be received by the Promoter as a result of those matters; nor 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.