

## Thredbo \$10,000 Golden Easter Egg Hunt presented by Lindt

### TERMS AND CONDITIONS

Promoter "Thredbo Resort" as "Kosciuszko Thredbo Pty Ltd"

Sunday 12<sup>th</sup> April 2020

### CONDITIONS OF ENTRY

1. Information on how to enter the event and the Prizes form part of these Conditions of Entry.
2. Entry into this event and claiming of prizes is deemed to be an acceptance of these Conditions of Entry.

The event is open to individuals who:

- i. are residents of Australia
- ii. are not employees of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the Prizes); and
- iii. have not been discovered to have breached Conditions of Entry of previous contests run by Thredbo Resort

Entrants under the age of 18 years must be accompanied by a parent or nominated guardian during the event and any winners under the age of 18 years will have their Prize awarded to their parent or guardian on their behalf. If a parent or guardian is not present at the event, a Prize cannot be awarded to an under 18 year old, and it will be forfeited.

3. By entering this event, Eligible Participants agree to be bound by these terms and conditions. Thredbo Resort reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Conditions of Entry. It is a condition of entry that Eligible Participants are able to accept the Prizes as stated. Inability to accept Prizes as stated, on the dates indicated, will deem the participant an ineligible entrant and any Prizes won will be forfeited.
4. All prices stated are in Australian dollars, represent the recommended retail price ("RRP") and include GST. All references to times and dates are to times and dates in Sydney, all times are stated using the 24-hour clock.

### KEY DATES

5. The event will commence at 9:30am (AEST) on Sunday 12<sup>th</sup> April 2020 at Friday Flat and concludes at 6.00pm (AEST) on Sunday 12<sup>th</sup> April 2020 or once all prizes have been located and awarded ("Event Period").
6. The winners of the instant win prizes will be notified in writing immediately, and their names will be announced in *The Australian* newspaper on Tuesday 21<sup>st</sup> April 2020.
7. The result of the instant win is final and no correspondence will be entered into.

### HOW TO ENTER

8. To participate in the event, entrants will be required to:

- i. Register for the Golden Easter Egg Hunt during the registration period on Sunday 12<sup>th</sup> April 2020 between 9:30am to 11:00am at Friday Flat Clock Tower
  - ii. Attend the compulsory briefing at 10:50am located within the registration area at Friday Flat
  - iii. Wear an event wristband
9. Any cost associated with participating, or travelling to and from the Easter Egg Hunt location, is the entrant's responsibility.
10. The first 6 entrants to find the 6 Golden Easter Eggs will win the Prizes represented on the applicable Golden Easter Eggs outlined in Clause 15.
11. There will be over 5000 Easter Eggs in total available to be found during the Event – six of which will be winning Golden Easter Eggs.

### ENTRY REQUIREMENTS & VERIFICATION

12. Entrants will receive one entry per person from 9:30am to 11:00am at the event location – Friday Flat.
13. Thredbo Resort may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:
- i. Tamper with the entry process
  - ii. Acts in a disruptive manner; or.
  - iii. Fails to establish their entitlement to enter the event to Thredbo Resorts reasonable satisfaction; or
  - iv. Acts in violation of these Conditions of Entry.

### ENTRY DETAILS

14. Any Entrant who breaches any law or infringes any third party rights, including intellectual property rights, are not eligible to win a Prizes.

### THE PRIZES

15. Six (6) Golden Easter Eggs, that will each be carrying details of a Prize, will be hidden in an area, approximately two acres in size, designated by the Thredbo Resort.

The message inside five (5) of the Golden Easter Eggs will be “You’ve won \$1,000. To claim your Prize, go to the Golden Easter Egg Hunt Registration tent in Thredbo Resort”.

The message inside one (1) of the Golden Easter Eggs will be “You’ve won \$5,000. To claim your Prize, go to the Golden Easter Egg Hunt Registration tent in Thredbo Resort”.

A maximum of one (1) Golden Easter Egg may be won by an entrant.

Total value of all Prizes: \$10,000

### PRIZES CONDITIONS

16. Prizes must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

17. Prizes are non-transferable. Prize money will be paid by a crossed cheque made out to the winner (or by EFT if a winner so requests). The full prize amount can be paid in this manner, if desired.
18. Any taxes (other than GST), which may be payable as a consequence of the winners receiving the prizes are the sole responsibility of the winners.
19. Thredbo Resort, and **activity operators**, in their absolute discretion, at all times reserve the right to:
  - i. Prevent any winners and/or their companion/s from participating in the activity if, at any time, they reasonably believe that they pose a safety risk or for any other reason; and/or
  - ii. Cancel the activity if the conditions are deemed dangerous and unsafe

## PRIZES WINNERS

20. Prizes will only be awarded where the verification and procedures are determined by Thredbo Resort at their absolute discretion.
21. To the full extent permitted by law, Thredbo Resort, their associated companies and agencies exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or Prizes winners in connection with the events or prizes, including:
  - i. Any loss arising from the negligence of Thredbo Resort, its associated companies and agencies;
  - ii. Any liability for personal injury or death.
22. Thredbo Resort accepts no responsibility for any tax implications that may arise from the Prizes winnings. Independent financial advice should be sought by each winner.
23. Thredbo Resort, 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 winners' acceptance and use of the Prizes, except to the extent that any such liability cannot be excluded by law.

## GENERAL

24. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders Thredbo Resorts ability to proceed with the event on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, Thredbo Resort may at their absolute discretion cancel the event and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
25. Thredbo Resort is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this event.
26. Thredbo Resort reserve the right in its sole discretion to disqualify any individual who Thredbo Resort have reason to believe has breached any of these conditions of entry, or engaged in any unlawful or other improper misconduct

- calculated to jeopardise the fair and proper conduct of the event. Thredbo Resort legal rights to recover damages or other compensation from such an offender are reserved.
27. Thredbo Resort and their associated agencies and companies 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.
28. Thredbo Resort assumes no responsibility for:
- i. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) Thredbo Resort or any Entrant whether caused by problems with or
  - ii. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
  - iii. any theft, destruction or unauthorized access to, or alteration of such communications; or
  - iv. any incorrect or incomplete information which may be communicated in the course of the administering this event.
29. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this event may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, Thredbo Resort reserve the right to seek damages to the fullest extent permitted by law.

#### PERSONAL INFORMATION

30. Thredbo Resort and their associated agencies and companies assume no responsibility for any error, omission, interruptions, 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.
31. All claims and any copyright subsisting in the claims become and remain the property of Thredbo Resort. Thredbo Resort collects personal information about entrants to include entrants in the event and where appropriate award any offer. If the personal information requested is not provided, the entrant may not participate in the event. Thredbo Resort may share information with its Australian related companies who may contact entrants with relevant special offers in this way. Personal information may also be accessed by Thredbo Resort marketing and website service providers for the purpose of processing and conducting the promotion and assisting with marketing communications. By entering the event, each entrant agrees that Thredbo Resort may use entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting Thredbo Resort at the addresses or phone number below. Entrants wishing to opt out of Thredbo Resorts marketing communications can also use the address or phone number below. All personal information will be stored at the office of Thredbo Resort.
32. **The Promoter is Thredbo Resort as Kosciuszko Thredbo Pty Ltd (ABN 95 000 139 015), 1 Friday Drive Thredbo NSW 2625, (02) 6459 4113.**
33. **For further information, please contact the Event Manager at [events@thredbo.com.au](mailto:events@thredbo.com.au).**
34. **Authorised under NSW Permit No. LTPS/20/42004, ACT TP20/00182 & SA Licence NO. T20/166.**