

Cruise Bar – Glamping Experience Competition

1. Information on how to enter and about prizes form part of these Terms and Conditions. Participating in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to residents of Australia who are aged 18 years or over and who can attend the major prize on the nominated dates. Director, officers, employees and their immediate families of the Promoter, the Participating Venue (as defined below), and their agencies associated with this promotion are ineligible to enter.
3. Promotion commences at 08:00am AEST on 18/09/2017 and closes at 11:00am AEST on 06/04/2018 ("Promotion Period"). The promotion will take place at Cruise Bar, Level 1, 2 and 3 OPT, Circular Quay West, NSW 2000 ("Participating Venue").
4. To be eligible to enter the Promotion a new exclusive events must be confirmed (contracted and 50% deposit paid) and held before Thursday 29 March 2018.
5. The Promoter reserves the right, at any time during or after the closing date of the promotion 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 Terms and Conditions. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
6. One (1) only entry is permitted per event booked.
7. Each Entry(s) ("Drawn Entry") will be randomly selected by 'Draw My Comp' ("Drawn Entrant") at 2pm AEST on 06/04/2018. The winner will be notified by phone and by email within two (2) business days of the draw. The Promoter reserves the right, in its absolute discretion, to draw reserve entries and record them in order in the case of an invalid or ineligible entrant.
8. The first valid entry drawn will win the prize of an overnight glamping experience. The prize contains the following:
 - a. An overnight stay on The Rooftop at Cruise Bar, Circular Quay in a luxury tent valued at \$300
 - b. Bottle of Champagne \$140
 - c. Dinner for 2 at Junk Lounge \$350

Prize elements subject to change depending on availability.

The winner must use the prize on Friday 4 May 2018 with no changes available to that date. If the winner is not available then they will forfeit the prize in its entirety.

10. The prize is subject to the standard terms and conditions of individual prize and service providers.

11. As a condition of accepting the prize, the winners (and companions, where applicable) must sign any legal documentation as and in the form required by the Promoter and/or prize providers in their absolute discretion, including but not limited to a legal release and indemnity form.
12. The Promoter's decision is final and no correspondence will be entered into.
13. Total prize pool value is \$700. Prize, including any unused portion, is not transferable or exchangeable and cannot be taken as cash unless otherwise specified.
14. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
15. If for any reason this competition is not capable of running as planned including (but not limited to) infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, war, terrorism or any other causes beyond the control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any entrant who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion subject to any written directions of any regulatory authority.
16. The major prize must be claimed by midday AEST on 12/04/2018. A draw for the major prize, if unclaimed by this time, will take place at the same place as the original draw at 12.30pm AEST on 13/04/2018, subject to any written directions from a regulatory authority. The unclaimed major prize winner, if any, will be notified by phone and by email within two (2) working days of the draw on 13/01/2018.
17. The prize must be taken as stated. If for any reason a prize winner cannot take the prize or any part of a prize in accordance with these Terms and Conditions, including at the time specified by the Promoter, the prize will be forfeited and will not be redeemable for cash.
18. If the prize (or any part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia where it is illegal to do so ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including

the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) the prize.
21. Cruise Bar practices the responsible service of alcohol. Legal aged consumers are advised to visit www.drinkwise.org.au to get the facts on standard drinks and responsible drinking.
22. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://diageopromotions.com.au/privacy#cookies>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out of marketing, access, update or correct their PI, how entrants' entrant can contact and may complain about a breach of the Australian Privacy Principles. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia, and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
23. Entrants grant the Promoter permission to communicate with them by email and/or SMS in order to provide details of the prize and/or instructions as to how a winner is to claim the prize and establish his/her entitlement to it.
24. NSW Permit No. LTPS-17-17830.

Abridged Terms & Conditions

Conditions apply. Open to entrants aged 18+. Limit of one entry per event booked during the promotion period. Cruise Bar practices the responsible service of alcohol. NSW Permit No LTPS-17-17830