

## Terms and Conditions – Win the ultimate Melbourne experience

1. Information on how to enter and prizes form part of these conditions of entry. Entry into this competition is deemed to be acceptance of these conditions. DECJUBA Pty Ltd, 56-60 Gwynne St, Cremorne VIC 3121, Australia ABN 22 611 918 873, is the Promoter ("Promoter").
2. The REFERRAL Contest ("Contest") is open to legal residents of Australia and New Zealand, who have reached 18 years of age as of the beginning of the Contest Period, and who are not:
  - a. an employee of; or
  - b. domiciled with an employee of; or
  - c. an immediate family member of an employee of; the Promoter or its affiliated companies, their advertising and promotional agencies.
3. No purchase is necessary. The Contest is subject in all instances to compliance with applicable law.
4. The Contest Period runs from Tuesday 6<sup>th</sup> September 2022 at 8:00am AEST to Monday 19<sup>th</sup> September 2022 at 11.59pm AEST ("Contest Closing Date").
5. The Contest is running across the website: [decjuba.com.au](http://decjuba.com.au) and [decjuba.co.nz](http://decjuba.co.nz)
6. To enter the draw to win the ultimate Melbourne experience for you and a friend, simply complete the entry form via the Decjuba competition page. Only one (1) entry per person is permitted, each entrant can gain extra chances to win by using their allocated referral link to invite others to enter. Extra entries are valid once the invitee enters the competition by completing the entry form. As a condition of entry, all entrants must opt in to receive marketing material from DECJUBA in order to go into the draw to win a Melbourne experience
7. By entering the Contest, entrants agree to receive marketing communications from DECJUBA and consent to [DECJUBA Privacy Policy](#).
8. All Entries that are incomplete, illegible, damaged, contain an erroneous phone and/or email address or do not conform to or satisfy any condition of the rules may be disqualified by the Promoter.
9. Following the conclusion of the Contest, DECJUBA will draw at random an entry from all valid entries received during the Contest Period as the winner. The draw will take place on Tuesday 20<sup>th</sup> September 2022 at 11am AEST at DECJUBA HO, 50-60 Gwynne Street, Cremorne, Victoria, Australia, 3121. The draw will not take place publicly. The winning entrant will be notified by email (to the email addresses registered with the Promoter) on the same date. The winners must claim their prize by responding via email.
10. The Promoter will publish the results in the same medium as where the promotion was advertised, on or before Friday 21<sup>st</sup> October 2022.
11. The Promoter's decision is final, and no correspondence will be entered into.

12. In the event of the prize being unclaimed by Monday 10<sup>th</sup> October 2022, further draw/s will take place to determine replacement winners on Tuesday 11<sup>th</sup> October 2022 at 11am AEST. The draw will not take place publicly. The replacement winners will be notified by email on the same day. The Winners must claim their prize by responding via email before the 20<sup>th</sup> October 2022 or prize will be forfeit. The Promoter will publish the unclaimed draw results and the winning entrant's name in the same medium as where the promotion was advertised, on or before Friday 21<sup>st</sup> October 2022.
13. The prize is an ultimate Melbourne experience for the winner and one friend. The winner and friend must be available to travel between Monday 24<sup>th</sup> October and Thursday 27<sup>th</sup> October.
14. Total prize pool value is up to AU\$5,020. The prize includes:
  - a. \$1,000 DECJUBA Gift Card
  - b. DECJUBA x The Australian Ballet Dance X Experience at the Melbourne Arts Centre valued up to \$550
  - c. One nights accommodation for 2 people in Melbourne valued up to \$400
  - d. 2 nights at Jackalope Hotel, Mornington Peninsula for 2 people including daily breakfast for 2 and wine tasting at Willow Creek Vineyard valued up to \$1,370
  - e. Jackalope Doot Doot Doot dining experience for 2 people valued at \$300
  - f. Return flights for 2 people if required valued up to \$1,000
  - g. Transfers valued up to \$400
15. The Prizes must be accepted as awarded and are not transferable or otherwise redeemable for cash and cannot be taken in parts. The odds of winning the prize depend on the number of eligible entries received. Any alterations to confirmed flight and/ or accommodation details will be at the expense of the winner.
16. Unless expressly stated in these terms and conditions all other expenses related to the Prizes become the responsibility of the Winner and their nominated companion including but not limited to meals (unless specified), incidentals, travel insurance, spending money, activities (unless specified), taxes (including departure tax) and all transfers other than those specified. Promoter, Sponsor and prize suppliers strongly recommend travel insurance valid for the entire duration of the Winner's trip, to protect against the additional costs incurred in the event of unforeseen circumstances.
17. In the event that an element of an event or Prize, for any reason, cancelled, postponed or not available and where applicable, alternative travel dates are not available, and the Prize will be considered as forfeited and no cash alternative offer will be granted in lieu of the part of the Prize. If a Winner forfeits a specified element, no cash alternative offer will be granted in lieu of the part of the Prize.
18. Upon acceptance of the prize, the prize winners agree to provide reasonable cooperation to allow DECJUBA to use their name and/or likeness for advertising and publicity purposes in connection with this Contest including but not limited to publication of their name and photograph on DECJUBA website.

19. This Contest may be promoted through third party websites, like Facebook. Entrants must at all times comply with the terms of service for those third-party websites when using them to participate in this Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with those third-party websites.
20. Members of the Promoter who provide incorrect or fraudulent information are ineligible to participate in the promotion. The Promoter reserves the right to request at its sole discretion, appropriate photo identification or other documentation in order to confirm the entrants' eligibility to enter and claim a prize, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter or its nominated agent, or the identity of the entrant has not been verified or validated to the Promoter's satisfaction, then that entrant will be deemed invalid.
21. Any costs associated with accessing the promotional website are the entrant's responsibility and are dependent on the Internet service provider used. Any contact details entered incorrectly on the website shall be deemed invalid.
22. The Promoter is not responsible 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 at any website, or any combination thereof, or any other technical failures, including but not limited to any injury or damage to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Contest. If for any reason this Contest is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of this Contest, the Promoter reserves the right in its sole discretion to cancel, postpone, or amend this Contest.
23. The Promoter as well as its associated agencies and companies are not liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with the prize or use of the prize. This excludes any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. If any of the provisions of these terms and conditions are held to be invalid or unenforceable in whole or in part that part shall be severed from the remainder of the provisions and the validity of the other provisions and the remainder of the provision in question shall not be affected.
25. The Promoter collects entrants' personal information in order to conduct the promotion. If the information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information and approved images (photograph and/or film recording), or disclose it to other organizations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.
26. These terms and conditions shall be governed by the laws of Victoria, Australia and any dispute shall be subject to the exclusive jurisdiction of the Australian courts.

27. Authorised under Permit numbers:

a. ACT Permit No: TP 22/01658TP 22/01658