

WIN A LUXURY 2 NIGHT STAY AT PIER ONE – NOVEMBER 2017

TERMS AND CONDITIONS

MAJOR PRIZE:

- 1) Two nights' accommodation at **PIER ONE HARBOUR SYDNEY** for two adults, and one pet dog including buffet breakfast. Entrants must comply with **PIER ONE HARBOUR SYDNEY** pet policy.
- 2) Transport to **PIER ONE HARBOUR SYDNEY** is at the winner's own cost and arrangements.
- 3) Room bookings exclude Saturday night stays.
- 4) Room bookings are subject to availability and black-out periods may apply.
- 5) The prize package must be taken within six months of prize announcement.

Conditions of Entry:

Information on how to enter and prizes form part of these Conditions of Entry.

- 6) Entry is only open to residents of Australia. Employees (and their immediate families) of the PROMOTER and other agencies associated with this competition are ineligible to enter.
- 7) Competition commences 17th November 2017 and entries close and must be received by 12:59pm AEDST on 31st December 2017 ("Competition Period"). Only entries completed on the official entry form will be accepted.
- 8) This is a game of skill, and chance plays no part in determining the winner. Each valid entry will be individually judged based on literary and creative merit. The judges' decision is final, and no correspondence will be entered into.
- 9) To enter, entrant's must during the Competition Period: (a) log onto <http://dogue.com.au/pier-one-competition>; (b) complete the competition entry form in full including answering the competition question; and (c) submit the entry form online.
- 10) Each entrant may only submit one entry, per email address and each of their entries must be: (a) the entrant's original work; and (b) submitted in accordance with these Conditions of Entry.

- 11) The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity and address) 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 or who submits an entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the competition. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 12) Entrants must reside within Australia.
- 13) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 14) Incomplete, indecipherable or illegible entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
- 15) Judging will take place on Friday, 5th January 2018. The most creative entry as determined by the judges in their sole discretion, will win the MAJOR PRIZE valued at up to \$1,000. Prizes are not transferable or exchangeable and cannot be taken as cash.
- 16) Each winner will be notified in writing via email, and will be asked to contact the Promoter to claim their prize.
- 17) If a prize winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
- 18) If for any reason whatsoever a prize winner does not redeem a prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by the prize winner and cash will not be awarded in lieu.
- 19) If for any reason whatsoever beyond the reasonable control of the Promoter, the competition is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) to suspend, modify, terminate or cancel the competition.
- 20) The Promoter's decision is final, and no correspondence will be entered into.
- 21) Any costs associated with accessing the competition website is the entrant's responsibility and is dependent on the Internet service provider used.
- 22) Each work submitted as an entry or part of an entry ("Work") becomes the property of the Promoter. Work(s) will not be returned to any entrant. As a condition of entry, each entrant irrevocably grants to the Promoter a non-exclusive perpetual worldwide licence to use and

exploit all intellectual property rights (including without limitation, copyright) in and to the Work and consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of the entrant's moral rights. For the avoidance of doubt, the Promoter may use all or any part of an entrant's Work(s) for any purposes at its discretion, including, without limitation, using the entrant's Work(s) for promotional, marketing or publicity purposes, whether in respect of this competition or otherwise. Each entrant warrants to the Promoter that the Work submitted is an original literary work of the entrant which does not infringe any intellectual property or other rights of any third party. A breach of the warranty set out in this condition will result in the entrant's entry being invalid. In addition, each entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoter arising from that entrant's breach of the warranty set out in this condition.

23) Except for any implied condition or warranty the exclusion of which from these Conditions of Entry would contravene any statute or cause any part of these Conditions of Entry to be void ("Non Excludable Condition"), the Promoter excludes from these Conditions of Entry all conditions, warranties and terms implied by statute, general law or custom. Except for liability in relation to a Non Excludable Condition, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the competition, including, without limitation, the following: (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 Conditions of Entry; (e) any tax implications; and/or (f) a prize or use of a prize. It is a condition of accepting a prize that the winner signs a legal release in the form as determined by the Promoter.

24) The Promoter collects personal information in order to conduct the competition and may for this purpose disclose such information to third parties including, but not limited to, prize suppliers. By entering the competition, unless otherwise advised, each entrant also agrees that the Promoter may use this information in any media for future promotional, marketing and publicity purposes, including sending the entrant electronic messages, without any further reference, payment or other compensation to the entrant. A request to access, update or correct any

information should be directed to the Promoter at their address set out below. All entries become the property of the Promoter.

25) The Promoter is **DOGUE Industries Pty Ltd**, ABN 17 399 883 710 at 240 Oxford Street, Bondi Junction, NSW 2022.