Terms and Conditions – DECJUBA "Win a Luxury Escape" Competition

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**, 25 Balmain Street, Cremorne VIC 3121, Australia ABN 22 611 918 873, is the Promoter ("Promoter").

2. The 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 9th April 2024 at 12:00pm AEST to Monday 6th May 2024 at 11:59pm AEST ("Contest Closing Date").

5. The Contest is running across the websites DECJUBA.com.au and DECJUBA.co.nz

6. To enter the draw to win the ultimate luxury escape for you and a friend, simply complete the entry form via the Decjuba competition page on either https://www.decjuba.com.au/win-the-ultimate-luxury-escape or https://www.decjuba.co.nz/win-the-ultimate-luxury-escape. Only one (1) entry per person is permitted. As a condition of entry, all entrants must opt in to receive email marketing material from DECJUBA and Luxury Escapes in order to go into the draw to win the luxury experience. For a bonus entry into the draw, entrants can consent to receiving SMS communication from DECJUBA & Luxury Escapes in a subsequent entry form.

7. By entering the Contest, entrants agree to receive marketing communications from DECJUBA and Luxury Escapes and consent to the <u>DECJUBA Privacy Policy</u> and <u>Luxury</u> <u>Escapes Privacy Policy</u>.

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 of the Prize. The draw will take place on Tuesday 7th May 2024 at 11am AEST at DECJUBA HO, 25 Balmain Street, Cremorne, Victoria, Australia, 3121. The draw will not take place publicly. The winning entrant will be notified by email (to the email address registered with the Promoter) on the same date. The winner must claim their prize by responding via email by Tuesday 21st May 2024.

- 10. The Promoter will publish the results in the same medium as where the promotion was advertised, on or before Tuesday 21st May 2024.
- 11. The Promoter's decision is final, and no correspondence will be entered into.
- 12. In the event of the prizes being unclaimed by Tuesday 21st May 2024, a further draw will take place to determine a replacement winner on Thursday 23rd May 2024 at 11am AEST. The draw will not take place publicly. The replacement winner will be notified by email on the same day. The Winner must claim their prize by responding via email by Tuesday 4th June 2024. The Promoter will publish the unclaimed draw results and the winning entrant's name on the Decjuba competition page on or before Tuesday 4th June 2024.
- 13. The prize pool value is up to \$16,981AUD. The Prize includes:
 - 1 x \$3,000AUD Visa Gift Card will be supplied to contribute to the cost of 2 x return flights to Phuket via Singapore. Any additional flight costs are at winner's own expense.
 - 3 nights 5-star accommodation in Singapore
 - 5 nights' 5-star accommodation in Phuket
 - \$2,000AUD Spending Money 1 x \$2,000AUD Visa Gift Card
 - \$1,000 DECJUBA Wardrobe 2 x \$500AUD DECJUBA Gift Cards
- 14. The prize must be accepted as awarded and is subject to Luxury Escapes terms and conditions (see https://luxuryescapes.com/au/terms-and-conditions) and is not transferable or otherwise redeemable for cash. The odds of winning the prize depend on the number of eligible entries received.
- 15. Unless expressly stated in these terms and conditions, all other expenses related to the Prize become the responsibility of the Winner and their nominated companion including but not limited to meals (unless specified), incidentals, travel insurance, spending money (unless specified), 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.
- 16. In the event that an element of an event or Prize, for any reason, is cancelled, postponed or not available and where applicable, alternative travel dates are not available, 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 Prize.
- 17. Upon acceptance of the prize, the prize winner agrees 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.

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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. Subject to regulatory approval.
- 22. 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).
- 23. 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.
- 24. 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 organisations 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.

25. 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.

Full prize terms and conditions for the Prize:

- At least 1 person travelling must be over the age of 18;
- A valid credit or debit card will be required to guarantee your room on check in;
- All elements are subject to availability at time of booking;
- Winners and guest travel at their own risk and, if for any reason any aspect of this
 promotion is not capable of running as planned, including war, terrorism, state of
 emergency, pandemic, or any other kind of disaster, tampering or computer virus, the
 Promoter reserves the right to cancel, terminate, modify or suspend the promotion or
 suspend, substitute or modify a prize, subject to any written directions from a relevant
 regulatory authority;
- All travellers will require a passport valid for at least 6 months on date of travel;
- Any necessary visas are the responsibility of the winner and guests;
- Changes are not permitted once booking is confirmed including travel dates changes and name changes.
- If for any reason a Winner does not redeem the Prize (or an element of the Prize) by the time stipulated by the Promoter in these terms and conditions, then the Prize (or that element of the Prize) will be forfeited.
- The Prize is awarded "as is" with no warranty or guarantee, either express or implied by the Promoter. A Winner may not substitute, assign, exchange, transfer or redeem the Prize for cash. Award certificates have no cash, credit or refund value, and if sold, bartered or altered would automatically be void.

5 night stay in an Aleenta Suite at the Aleenta Phuket Resort - Thailand with the below inclusions:

- Daily a la carte breakfast at The EDGE
- Daily three-course set-menu lunch or dinner at The EDGE
- One 60-minute massage per adult at Ayurah Spa
- Nightly signature cocktail, beer or soft drink at The EDGE
- One-way airport transfer on arrival
- Inclusions valid for two guests

*This stay is valued up to \$6,458 AUD

Valid for travel until 31 October 2025 (bookings must be made before 31 July 2025).

Blackout Dates Apply.

Please Note:

- Dining inclusions do not include drinks (unless otherwise stated). Menus are subject to change without notice.
- Daily breakfast is served from 6.30am until 10.30am at The EDGE.
- Daily lunch or dinner is served from a three-course set menu at The EDGE.
- Lunch is served from 11.30am to 2pm and dinner is served from 5pm to 9pm.
- The nightly drink is served between 12pm and 10pm and is a choice of one local beer, soft drink, mocktail or Aleenta signature cocktail.
- The drink is served at The EDGE Beachfront Bar.
- The included massage is a choice of Thai Massage or Ayurah Signature Massage.
- Massages are available daily from 9am until 7pm. Advance reservations are required.
- You will be emailed an online form to book in your arrival transfer date and time within two days of purchase.
- A three-passenger transfer car can fit three pieces of luggage. Six-passenger car can fit six pieces.
- Infant seat can be pre booked at US\$3 per seat each way. Guest can bring their own.
- Driver will wait for delay of up to one hour. After that, the transfer will be considered cancelled.

Important: The hotel, transportation and/or destination you are travelling to may have health, insurance and vaccination requirements in place. Please ensure you stay up to date with any requirements prior to your departure.

The property, facilities and dining are subject to government regulations and restrictions. Please check the property website for the most up-to-date information as some of the services may be impacted.

3 night stay in an executive suite at The Capitol Kempinski - Singapore with the below inclusions:

- Daily buffet breakfast at 15 Stamford
- S\$150 dining credit to use across all bars and restaurants
- S\$80 treatment credit for use at The Spa
- Daily Executive Lounge access with aperitifs and cocktails
- Inclusions valid for two adults, One child (11 and under) stays free, sleeping on existing bedding, with breakfast and Executive Lounge access

*This stay is valued up to \$4,523 AUD and would bring the

Valid for travel until 30 June 2025 (bookings must be made before 31 August 2024).

Blackout Dates Apply.

Please Note:

- Dining inclusions do not include drinks (unless otherwise stated). Menus are subject to change without notice.
- Daily buffet breakfast is served at the onsite 15 Stamford restaurant from 6.30am to 10.30am.

- The food and drink credit can be used at 15 Stamford and The Bar at 15 Stamford.
- The food and drink credit cannot be used on 24th, 25th and 31st December 2024.
- No minimum spend required for the treatment credit at The Spa.
- The treatment credit can be applied to any treatment. Advance booking is required.
- Credit is non-accumulative and must be used during your stay.
- Any unused credit will be forfeited and is not transferable or redeemable for cash.
- The hotel serves cocktails and evening aperitifs at the Lobby Lounge from 6.00pm to 8.00pm daily.
- The complimentary minibar includes drinks only.
- Important: The hotel, transportation and/or destination you are travelling to may have health, insurance and vaccination requirements in place. Please ensure you stay up to date with any requirements prior to your departure.

The property, facilities and dining are subject to government regulations and restrictions. Please check the property website for the most up-to-date information as some of the services may be impacted.

- 22. Authorised under Permit numbers:
 - a. ACT Permit No: TP 24/00458.1
 - b. NSW Permit No: TP/03353 | NTP/09418.
 - c. SA Permit No: T24/368