

**KIMPTON MARGOT SYDNEY
ULTIMATE DATE NIGHT PROMOTION (“Promotion”)
TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these Terms and Conditions. By participating in the Promotion, you agree to be bound by these Terms and Conditions.

ENTRY

2. The Promotion commences at 10am AEDT on Wed 24th January 2024 and ends at 10am AEDT on February 14 2024 (“**Promotional Period**”).
3. Entry to this Promotion is only open to residents of New South Wales, who are 18 years of age or older. Employees of the Promoter, ProInvest Hotels and their immediate family and other persons associated with the Promotion are ineligible to enter.
4. To enter this Promotion during the Promotional Period, you must visit www.harperrooftopbar.com.au/whats-on-1/valentinesgiveaway, submit your full name, email address, and mobile phone number.
5. Entrants are permitted one entry per person.
6. As a condition of entry into the Promotion, each entrant will be deemed to have expressly consented to the use of your personal information under the Privacy Act, Spam Act and other related communication and legislation for marketing by Eat Drink Play Sydney, Proinvest Hotels and it’s affiliate venues including but not limited to Kimpton Margot Sydney, Luke’s Kitchen, The Wilmot Bar and Harper Rooftop Bar. Data will be stored and used in accordance with their Privacy Policy as detailed here: https://www.ihg.com/content/us/en/customer-care/privacy_statement#3 and entrants can choose to opt-out of such communications at any time.
7. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; (f) unlawful; (g) obscene; (h) defamatory; (i) discriminatory; (j) threatening; (k) pornographic; (l) harassing; (m) hateful; (n) racially or ethnically offensive; (o) capable of encouraging conduct that would be considered a criminal offence; (p) capable of giving rise to civil liability. Any such entry will be ineligible and will be discarded. Any entry that the judges deem otherwise inappropriate will be ineligible and will be discarded.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. The Promoter is not responsible or liable for late, lost or misdirected entries, or for any entries not being received by the Promoter for any reason whatsoever.
10. Any costs associated with entering the Promotion, including but not limited to data costs, are the entrant’s responsibility.

11. You must not engage in any illegal or unsafe behaviour whilst participating in the Promotion. To the extent permitted by law, the Promoter and its partners exclude any liability or responsibility for incidents or activities, whether legal or otherwise, engaged in by you or any other person during participation in the Promotion.
12. This Promotion is a game of chance. One winner will be selected at random.
13. Failure to comply with these terms and conditions or any other applicable terms may result in disqualification and/or forfeiture of prizes at the Promoter's sole discretion.
14. You warrant that you own or have all necessary licences, rights, consents and permissions to use and authorise the Promoter to use all trademark, trade secret, copyright or other proprietary rights in and to your entry to ensure inclusion and use of your entry in the manner contemplated by these terms and conditions. If any part of the information provided by you in relation to your entry was provided by a third party, you warrant that you have obtained the relevant permission to submit the entry for the purposes of the Promotion.
15. You indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranties contained in these terms and conditions.
16. The Promoter will not be liable for any breach of copyright in connection with your entry. You will be solely responsible for your entry and the consequences of submitting it.

AWARD OF PRIZE

17. The winner will be awarded at random by the Promoter. The winner will be drawn virtually at 10:30am AEDT on February 14 2024.
18. The best valid entry as determined by the judges will win the Ultimate Date Night experience for two people at the Kimpton Margot Sydney, located at 339 Pitt Street, Sydney NSW 2000, including:
 - a. 2x pre-dinner drinks (1x drink per person) at Harper Rooftop Bar, to the maximum value of AUD\$64;
 - b. 2x 3-course dinners (1x 3-course dinner per person) at Luke's Kitchen, to the maximum value of AUD\$250;
 - c. 2x post-dinner drinks (1x drink per person) at The Wilmot Bar, to the maximum value of AUD\$50; and
 - d. 1x nights accommodation for two people at the Kimpton Margot Sydney, in one Premium Room, to the value of AUD\$527.

The total prize pool is valued at up to AUD\$891 (including GST).

19. The winner will be notified by email within 24 hours of the draw using the contact details provided in their entry. The winner's name may be published on social media channels for involved parties from 14 February 2024.
20. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed for cash. The prize cannot be used in conjunction with any other special offer.

21. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
22. If a prize, or part of a prize, is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification, subject to any written direction from the various regulatory authorities.

PRIZES

23. Instructions on how to redeem the prize will be emailed to the nominated email address of the winner, as provided in their original entry. The prize must be redeemed between Thursday, 15 February 2024 and Sunday, 31 March 2024 on a date mutually agreed by the winner and the Kimpton Margot Sydney in accordance with venue availability.
24. The prize does not include any ancillary costs associated with redeeming the prize (including but not limited to meals, transfers, transport, spending money, in-room charges, and other experiences and attractions visited whilst in Sydney, insurance, taxes and travel expenses), which are the responsibility of the winner.
25. The Promoter is not liable for any employment leave arrangements or arrangements for dependent family members i.e. annual leave payments, babysitting, carer arrangements.
26. The prize is subject to the standard terms and conditions of the individual prize and service providers, including dress code.
27. You agree to comply with any reasonable directions of the venue.
28. The prize is non-transferable, non-exchangeable, non-replaceable and non-redeemable for cash. The prize must be taken as offered in clause 18. No modifications or exchanges will be possible. The Promoter accepts no responsibility for any variation in the value, performance or availability of any prize.

GENERAL

29. The Promoter's decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
30. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter may cancel, terminate, modify or suspend the Promotion.
31. These Terms and Conditions are governed by the laws of NSW, Australia and the parties submit to the non-exclusive jurisdiction of the courts of NSW for the resolution of any dispute, difference, controversy or claim arising in connection with these Terms and Conditions and/or this Promotion.
32. 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 or similar applicable laws ("**Non-Excludable Guarantees**"). Except for any liability that cannot be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any: (a) personal injury arising in any way out of the Promotion; or (b) any loss or damage (including loss of opportunity),

whether direct, indirect, special or consequential, arising any any way out of: (i) the Promotion; (ii) any technical difficulties or equipment malfunctions (whether or not under the Promoter's control); (iii) any theft, unauthorised access or third party interference; (iv) 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; (v) any variation in prize value to that stated in these terms and conditions; (vi) any tax liability incurred by a winner or entrant; or (viii) use of the prize.

33. Subject to the Non-Excludable Guarantees, the Promoter makes no representations or warranty as to the quality, sustainability or merchantability of any of the goods or services offered as a prize.

34. The Promoter is Kimpton Margot Sydney (ABN 21 633 354 202) of 339 Pitt St, Sydney NSW 2000.