

## Marina Mirage Spring Racing Carnival Giveaway

### TERMS & CONDITIONS

1. The 'Marina Mirage Spring Racing Carnival' (Promotion) commences at 9:00am Australian Eastern Standard Time (AEST) on Friday 6 September 2019 and concludes at 10:00pm (AEST) on Sunday 13 October 2019 (Promotion Period).
2. The Promotion is promoted by The Trustee for Mirage Marina Trust trading as Marina Mirage Pty Ltd ABN 20 284 229 476 (**Promoter**) of 74 Seaworld Drive, Main Beach, QLD, 4217.
3. All entrants will be subject to, and will need to adhere to, the terms and conditions as set out by the Promoter and any future terms and conditions or alterations to these terms and conditions.

### PRIZE

4. The Promotion prize has a total value of AU \$4,800 and consists of one package (**Major Prize**), including:
  - a. Return economy airfares for two (2) adults from Brisbane airport to Melbourne Tullamarine airport on Monday 4 November 2019, returning Wednesday 6 November 2019.
  - b. Return ground transfers for two (2) adults from a local place of residence to Brisbane airport
  - c. Return ground transfers for two (2) adults from Melbourne Tullamarine airport to the nominated hotel
  - d. Return ground transfer for two (2) adults from the nominated hotel to Flemington racecourse on Tuesday 5 November 2019
  - e. Two (2) night's accommodation in Melbourne in a minimum 4 star rated hotel, including one bed only, on Monday 4 November and Tuesday 5 November 2019.
  - f. Two (2) tickets to the Makybe Diva Marquee at Flemington racecourse on Melbourne Cup Day, Tuesday 5 November, 2019, including:
    1. Racecourse admission, exclusive access to the Makybe Diva Marquee and access to a seat in a reserved section of the Lawn Stand for each guest
    2. Morning tea (*Lexus Melbourne Cup Day only*)
    3. Three-course plated lunch served to the table plus afternoon tea
    4. Drinks service to your table including a selection of red and white wines, sparkling wine, light and heavy beers and soft drinks
    5. Cash bar for spirits and imported beverages
    6. Espresso cart available throughout the day
    7. Racebook and Melbourne Cup Carnival souvenir pen for each guest
    8. Private betting facilities within the marquee plus access to book maker
    9. Pamper lounge services
5. The Prize is supplied by the Promotor and is to be finalised in conjunction with MDM Travel Marina Mirage

### PROMOTION ENTRY

6. To enter the Promotion, entrants must, during the Promotion Period:
  - a. Visit any Marina Mirage retailer, restaurant or service provider during the Promotion Period
  - b. Complete the online entry form found at <http://www.marinamirage.com.au/win> with:
    1. Personal details
    2. Name of your favourite retailer, restaurant or service provider
    3. The code word "SPRING"
  - c. Automatic opt in to receive e-newsletters and communication from Marina Mirage and its' affiliates.
7. Complying with Clause 6 constitutes one (1x) valid entry (**Entry**).
8. Entrants are entitled to multiple entries over the course of the Promotion Period and must nominate a different favourite retailer, restaurant or service provider per entry.
9. Entry Forms that are not in accordance with these terms and conditions are invalid.
10. Entrants found to be submitting multiple entries with the same favourite retailer, restaurant or service provider, false entries, or the incorrect code word may have all entries invalidated.

### HOW TO WIN THE MAJOR PRIZE

11. The **Major Prize** will be drawn as follows:
  - a. The first valid entry randomly selected from the database of entrants will be deemed the winner of the Major Prize (**Major Prize Winner**).
  - b. The draw will take place at Marina Mirage Centre Management, 74 Seaworld Drive, Main Beach, QLD, at 10:00am (AEST) on Monday 14 October, 2019.

- c. The winner will be contacted via phone and email and must present be available to travel to Melbourne from Monday 4 November to Wednesday 6 November 2019 in order to redeem the Major Prize.

#### GENERAL TERMS & CONDITIONS

12. Entrants may enter the Promotion as many times as they wish subject to, and in accordance with, these terms and conditions.
13. The winning entry must conform to all terms and conditions. No responsibility will be accepted for incomplete or misdirected Entry Forms. Entry Forms which contain incorrect contact details shall be deemed invalid. The Promoter reserves the right in its sole discretion to disqualify any entrant who the Promoter has reason to believe has breached any of these terms and conditions, or engaged in unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such a person are reserved.
14. Any decision made by Marina Mirage in respect of the Promotion is final and binding and no correspondence will be entered into.
15. If a Prize is unavailable for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to any applicable statutory requirements.
16. Proof of identity will be required to claim a Prize.
17. This competition is only open to those who are 18 years of age or older on Tuesday 4 November 2019
18. By entering the Promotion, the entrants hereby give Marina Mirage authority to publicly announce their name at the time of the draw and at any stage thereafter.
19. The Promotion is open to residents of Queensland, New South Wales, Victoria, South Australia, Northern Territory, Western Australia and Tasmania, aged 18 years or older, excluding:
  - a. Employees of the Promoter, the JLL Group of companies, employees of MDM Travel, any of the tenants or retailers in Marina Mirage, or any of the Promoter's agencies that are associated with the Promotion.
  - b. The spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee.
  - c. Any person who the Promoter has previously notified is not permitted to participate in the Promoter's promotions.
20. By partaking in the Promotion, entrants agree that the Promoter may use information provided on a registration or in connection with claiming a Prize in accordance with Marina Mirage's Privacy Statement. A copy of the Marina Mirage Privacy Statement is available for viewing at [www.marinamirage.com.au](http://www.marinamirage.com.au).
21. The Prize must be taken as offered and is not transferable, refundable or exchangeable for cash or kind and is subject to these terms and conditions.
22. The warranty on the goods and services obtained as a result of the Promotion remains the sole responsibility of the Supplier of the Prize.
23. Nothing in these Terms and Conditions limit, exclude or modify 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the JLL Qld Group of companies (including their respective officers, employees and agents) exclude 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.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the JLL Qld Group of companies (including their respective officers, employees and agents) are not responsible for and exclude 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 claim or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by a claimant; or (f) use of the gift.
25. The Promoter accepts no responsibility for any tax implications that may arise from the Prize.
26. The Promotion is not valid in conjunction with any other offer.
27. By participating in the Promotion, each entrant acknowledges and agrees that the Promoter and Marina Mirage collects personal information about entrants for the purposes of:
  - a. including entrants in the Promotion and, where appropriate, awarding Prizes; if the personal information requested is not provided, the entrant may not participate in the Promotion; and

- b. enabling the Promoter and Marina Mirage to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies or promotional partners, who may contact the entrant with special offers in this way. By entering the promotion, an entrant agrees that the Promoter and Marina Mirage may use the entrant's personal information in this manner. Entrants may opt out by clicking on the "unsubscribe" link in the email or as set out in the SMS/MMS.
28. Photos will be the property of the Promotor and Marina Mirage and can be used and replicated in any way to further promote the Promotion and Marina Mirage. If you no longer wish for your photo to be used, contact the Marketing Manager, Marina Mirage.