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## **Thredbo Easter Egg Hunt Terms & Conditions**

### **Amalgamated Holdings Limited (“Promoter”)**

### **Thredbo Golden Easter Egg Hunt Promotion (“Promotion”)**

#### **Conditions of Entry**

1. Information on how to enter the Promotion and the Prizes form part of these Conditions of Entry.
2. Entry into this Promotion is deemed to be acceptance of these Conditions of Entry.

The Promotion is open to individuals who:

- i. are residents of New South Wales
- ii. are not employees (or immediate family of such employees) of the Promoter, or any of its related corporations or any of the agencies associated with the Promotion (including suppliers of the Prizes); and
- iii. have not been discovered to have breached Conditions of Entry of previous contests run by the Promoter (“Entrants”).

Entrants under the age of 18 years must be accompanied by a parent or nominated guardian during the Promotion Period, and any winners under the age of 18 years will have their Prize awarded to their parent or guardian on their behalf.

Immediate family members means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

3. By entering this promotion, Eligible Participants agree to be bound by these terms and conditions. The Promoter reserves the right to verify the validity of entries 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. It is condition of entry that Eligible Participants are able to accept the Prizes as stated. Inability to accept Prizes as stated, on the dates indicated, will deem the participant an ineligible entrant and any Prizes won will be forfeited.
4. All prices stated are in Australian dollars, represent the recommended retail price (“RRP”) and include GST. All references to times and dates are to times and dates in Sydney, which may be Australian Eastern Standard Time (**AEST**) or Australian Eastern Daylight Saving Time (**AEDST**) depending on the date. All times are stated using the 24-hour clock.

#### **KEY DATES**

5. The promotion will commence at 12.00 noon (AEST) on Sunday 5 April 2015 and concludes at 5.00pm (AEST) on Sunday 5 April 2015 or when all Prizes have been awarded ("Promotion Period").
6. The winners of the instant win prizes will be notified in writing immediately.
7. The winners will have their details (initial, surname and postcode) published in the public notices section of The Australian newspaper on Friday 10 April 2015. The result of the instant win is final and no correspondence will be entered into.

## **HOW TO ENTER**

8. To participate in the Promotion, Entrants will be required to:
  - i. Be a guest in Thredbo Resort, Thredbo, New South Wales, 2625 on Sunday 5<sup>th</sup> April 2015
  - ii. Attend the Easter Egg Hunt located at 12 noon at the top of Thredbo's Kosciuszko Express Chairlift on Sunday 5<sup>th</sup> April 2015
9. Any cost associated with participating is the Entrant's responsibility.
10. The first 6 entrants to find the 6 Golden Easter Eggs will win the Prizes represented on the applicable Golden Easter Eggs outlined in Clause 19.
11. There will be over 500 Easter Eggs in total available to be found during the Promotion Period – six of which will be winning Golden Easter Eggs.

## **ENTRY REQUIREMENTS & VERIFICATION**

12. Entrants will receive one entry per person at 12 noon at the promotion location – Top of the Kosciuszko Express Chairlift.
13. The Promoter may, at its absolute discretion, disqualify any Entrant and declare any or all entries made by an Entrant invalid if Entrant/s:
  - i. Tamper with the entry process
  - ii. Acts in a disruptive manner; or.
  - iii. Fails to establish their entitlement to enter the Promotion to the Promoter's reasonable satisfaction; or
  - iv. Acts in violation of these Conditions of Entry.

## **ENTRY DETAILS**

14. Any Entrant who breaches any law or infringes any third party rights, including intellectual property rights, are not eligible to win a Prizes.

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## THE PRIZES

15. Six Golden Easter Eggs will each carrying details of a Prize, will be hidden in an area, approximately 2 acres in size, designated by the Kosciuszko Thredbo.

The message inside five of the Golden Easter Eggs will be "You've won \$1,000. To claim your Prize go to Thredbo Sports at Valley Terminal in Thredbo Resort.

The message inside one of the Golden Easter Eggs will be "You've won \$5,000. To claim your Prize go to Thredbo Sports at Valley Terminal in Thredbo Resort.

Total value of all Prizes: \$10,000

16. Prizes values are accurate as at Wednesday 10 March 2015.

## PRIZES CONDITIONS

17. Prizes must be taken as stated and no compensation will be payable if a winner is unable to use the Prize as stated.
18. Prizes are non-transferable.
19. Any taxes (other than GST), which may be payable as a consequence of the winners receiving the Prizes are the sole responsibility of the winners.
20. The Promoter, and **activity operators**, in their absolute discretion, at all times reserve the right to:
- i. Prevent any winners and/or their companion/s from participating in the Activity if, at any time, they reasonably believe that they pose a safety risk or for any other reason; and/or
  - ii. Cancel the Activity if the conditions are deemed dangerous

## PRIZES WINNERS

21. Prizes will only be awarded where the Prizes **winners' proof of purchase** and, if Verification and procedures are determined by the Promoter at their absolute discretion.
22. To the full extent permitted by law, the Promoter, their associated companies and agencies exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant and/or Prizes winners in connection with the Promotion or Prizes, including:
- i. Any loss arising from the negligence of the Promoter, its associated companies and agencies;

- ii. any liability for personal injury or death.
23. The Promoter accepts no responsibility for any tax implications that may arise from the Prizes winnings. Independent financial advice should be sought by each winner.
24. The Promoter, other entities associated with this competition and their related bodies corporate, and each of their officers, employees and agents shall not be liable for and shall be held harmless in respect of any loss, damage, or injury whatsoever which is suffered (including but not limited to direct or consequential loss) or sustained, as a result of or arising from the winners' acceptance and use of the Prizes, except to the extent that any such liability cannot be excluded by law.

## **GENERAL**

25. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter' ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may at their absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
26. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion.
27. The Promoter reserve the right in its sole discretion to disqualify any individual who the Promoter have reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter' legal rights to recover damages or other compensation from such an offender are reserved.
28. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
29. The Promoter assumes no responsibility for:
- i. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with or
  - ii. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
  - iii. any theft, destruction or unauthorized access to, or alteration of such communications; or

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- iv. any incorrect or incomplete information which may be communicated in the course of the administering this Promotion.

30. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserve the right to seek damages to the fullest extent permitted by law.

## **PERSONAL INFORMATION**

31. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruptions, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
32. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collect personal information about Entrants to include Entrants in the promotion and where appropriate award any offer. If the personal information requested is not provided, the Entrant may not participate in the promotion.-The Promoter may share information with its Australian related companies who may contact Entrants with relevant special offers in this way. Personal information may also be accessed by the Promoter' marketing and website service providers for the purpose of processing and conducting the promotion and assisting with marketing communications. By entering the promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the addresses or phone number below. Entrants wishing to opt out of the Promoter' marketing communications can also use the address or phone number below. All personal information will be stored at the office of the Promoter.
33. All Entrants personal information may be disclosed to the NSW State Government lottery Department and winners' names published as required under the relevant lottery legislation.
34. **The Promoter is Amalgamated Holdings Limited (ABN 51 000 005 103), 227 Elizabeth Street Sydney NSW 2000**
35. Authorised under NSW Permit No. LTPS/15/01841