Stay Well Rewards Singapore Short Break Promotion Terms & Conditions

These terms and conditions govern the Stay Well Reward Singapore Short Break Promotion ("**Promotion**") and are subject to change at the discretion of the Promoter. Such changes are subject to state regulation.

1. The Promotion commences at 0.01 am (AEST) on Tuesday, 1 November 2011 and ends 11.59 pm (AEST) on Tuesday, 31 January 2012 ("**Promotional Period**").

ENTRY REQUIREMENTS

- 2. Information on prizes and how to enter forms part of these terms and conditions. Participation in the Promotion constitutes an acceptance of these terms and conditions.
- Entry into the Promotion is open to all residents of Australia who join or are current members of the Stay Well Rewards program and stay at a participating Park Regis or Leisure Inn property during the promotional period. Entrants must be over the age of 18 years.

Entry is only open to participants who fulfil the entry requirements set out in this clause. Employees of StayWell Hospitality Management Pty Ltd and its associated agencies and companies, including without limitation any employee of a Park Regis or Leisure Inn Hotel, as well as the immediate families of these employees are not eligible to enter. "Immediate family" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the employee, officer or contractor.

- 4. To be eligible to enter the Promotion participants must:
 - join or be a member of the Stay Well Rewards program and be the holder of a StayWell Rewards Membership card
 - (b) directly book at one of StayWell Hospitality's participating Park Regis Hotels or Leisure Inn Hotels by phone, email, online or by walk-in during the promotional period.
 - (c) complete their stay and present their Stay Well Rewards membership card at time of payment.

Each eligible Stay Well Rewards transaction will entitle the member to one (1) entry into the prize draw.

A direct booking is at booking made through Stay Well Hospitality's website or a booking made at the hotel itself and a direct booking does not include a booking made through a third party website or another third party channel.

When booking, customers must supply their name, email address, street address (including postcode) and daytime telephone number.

Entrants can enter as many times as they want on the condition that one room booking equates to one entry and there is a 24 hour minimum break period between reward transactions

Cancelled or refunded room bookings will not be included in the draw.

- 5. "Participating Properties" the Park Regis and Leisure Inn properties listed on the promotion page of the Stay Well Rewards website located at www.staywellrewards.com.
- 6. "Eligible Stay Well Rewards Transaction" purchases made at a participating property over the value of \$10 AUD for which Stay Well Rewards Points are earned. Qualifying purchases include room charges and ancillary or 'extras' on top of their accommodation bill such as dry cleaning, food, beverages, salon services, internet charges, mini bar etc. These charges must be charged to the member's room at the time of purchasing goods or services by quoting the guest room number and subsequently be paid for at the time of settling the total bill upon check-out or other time as assigned by the hotel. Ancillary charges settled (with cash, credit card or other payment type) directly at the hotel outlet such as restaurant or bar, will not be eligible to earn points.
- 7. Entries will be deemed to have been submitted at the time the Stay Well Rewards transaction is received and not at the time of check-out. Incomplete or indecipherable memberships will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid. The Promoter accepts no responsibility for any entries that are late, lost, misdirected or not received by the Promoter by a deadline for an individual prize draw or otherwise within the Promotional Period or for any delays in the delivery of entries due to any technical disruptions or for any other reason.

PRIZES TO BE WON

- 8. The total prize pool is valued at \$4,990 (which is correct at the time of printing) and comprises:
 - (a) Grand Prize 1 x trip to Singapore departing from any Australian capital city including
 - 3 consecutive nights accommodation at the Park Regis Singapore for up to 2 people;
 - Return economy flights for up to 2 people; and
 - Breakfast for two at the Park Regis Singapore

Total prize value \$4,000

- (b) Runners-up Prizes 10 x Eco Friendly hampers from Naturally Gifted (<u>www.naturallygifted.com.au</u>). Each hamper consists of
 - 1 x Alter Eco organic and fairtrade dark mint chocolate 100g
 - 1 x Cocolo organic and fairtrade milk chocolate 100g
 - 1 x Hampshire organic and fairtrade English breakfast tea 50g
 - 1 x Organic Times organic and fair-trade chocolate-coated almonds 150g

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- 1 x Thistle Hill THV liquer muscat 375ml
- 1 x Sacred Grounds organic and fair-trade blend plunger coffee 250g

Each Hamper valued at \$99.

- 9. Prizes are not negotiable, transferable, changeable or redeemable for cash.
- 10. The winner of the Grand Prize is required to book their trip for two via the StayWell Hospitality Management's Marketing Department. The prize redemption is subject to availability and may not be redeemed for stays during special event periods e.g. Formula 1. The prize must be redeemed between Thursday 1st March 2012 and Friday 30th November 2012. Travel insurance, visas, spending money, transfers, all extra meals and any incidentals are not included in the prize.
- 11. Runners-Up Prizes must be taken as offered.
- 12. If any prize (or part of any prize) is unavailable, the Promoter reserves the right to substitute the prize (or that part of the prize) with another of equal value and/or specification. Such changes are subject to state and territory regulation. The Promoter accepts no responsibility for any variation in the value of any prize or any loss, theft or misuse of prizes. Any redemption or ancillary costs associated with redeeming a prize are the sole responsibility of each winner.
- 13. Any unused portion of the prize pool upon redemption will be forfeited.

DISTRIBUTION OF PRIZES

- 14. All prizes will be drawn on Monday 6th February 2012 at 12:00pm in StayWell Hospitality Management's head office located in the HSBC Building, Level 6, 580 George Street, Sydney 2000.
- 15. The Promoter reserves the right to verify the validity of entries (including, but not limited to details of Stay Well Rewards membership and registered purchases) and to disqualify any entry that is not in accordance with these terms and conditions, or who tampers or interferes with the entry process, 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 Promotion. If a winner is subsequently disqualified or their entry cannot otherwise be verified in accordance with this clause, that winner will forfeit their prize and that prize will be distributed in accordance with clause 16.

2ND CHANCE DRAW

16. Subject to any written directions issued by a regulatory authority, if any of the winning entries cannot be verified to the satisfaction of the Promoter within 5 calendar days of the respective draw date or their entry otherwise does not comply with these terms and conditions, that winner will forfeit their entitlement to the prize. The Promoter will award that prize to one of 5 "substitute" prize-winners that will be drawn at the draw specified in clause 14. Any substitute prizewinner's purchases are also subject to verification.

NOTIFICATION OF WINNERS

- 17. The names of the winners of all prizes will be published on www.staywellrewards.com and in the public notices section of The Australian newspaper on Tuesday 14th February 2012. Winners will also be notified by telephone and in writing via email / mail.
- 18. Winners of the Hampers have until Thursday, 28th February 2012 to advise StayWell Hospitality Group of an appropriate delivery date. Hampers will be delivered to the winners at their requested Australian delivery address or to the closest Australian Post Office. All hampers will be delivered before 31 March 2012.

UNCLAIMED PRIZE DRAW

19. In the event that one or more of the prizes is not claimed or undistributed, a redraw will take place on Monday 7th May 2012 at 12:00pm in StayWell Hospitality Management's head office located in the HSBC Building, Level 6, 580 George Street, Sydney 2000. Winners of this draw will be advertised in the public notices section of The Australian newspaper on Tuesday 15th May 2012. Winners will also be notified by telephone and in writing via email / mail.

GENERAL TERMS AND CONDITIONS

- 20. All participants cannot transfer participation in the Promotion to any other person or entity.
- 21. It is the responsibility of each participant to seek independent professional advice in relation to any taxation effects arising from participation in the Promotion. In addition, each participant is responsible for any taxation liability (including GST) or other government fees and charges relating to participation.
- 22. Stay Well Rewards Members participating in this promotion are bound by the Stay Well Rewards rules.
- 23. In the event that the draw cannot be conducted at the specified time due to unforeseen circumstances outside The Promoter reasonable control, the draw will take place as soon as practicable after the delay has been resolved.
- 24. Subject to law, The Promoter and its associated agencies and companies shall not be liable in any way for any loss or damage whatsoever which is suffered or sustained (including but not limited to indirect or consequential loss or

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for any personal injury or property damage) in connection with this Promotion or any prizes (including any inability to access www.staywellrewards.com. or to enter any data) awarded in the course of this Promotion, except for any liability which cannot be excluded by law (in which case liability will be limited to the minimum allowable by law).

- 25. The Promoter and its officers, employees and agents will not be responsible for any inaccurate, incorrect or incomplete information received or not received in the course of or in connection with this Promotion if the deficiency is occasioned by any cause outside the Promoter's reasonable control, including but not limited to, technical malfunctions or failure
- 26. The Promoter reserves the right to cancel this promotion at any time (such as in the case of unforeseen circumstances outside The Promoter reasonable control) but only after consultation with and approval by the relevant gambling body and regulator.
- 27. Any failure to comply with these Terms and Conditions may result in disqualification of any entrant. Disqualification will be at The Promoter sole discretion and no correspondence will be entered into.
- 28. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every person who participates in the Promotion and no correspondence will be entered into. No responsibility is taken for lost, damaged or misdirected entries.
- 29. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion (to the extent permitted by law) to suspend, cancel, terminate, modify or recommence the Promotion or disqualify an participant, subject to the written direction of any relevant regulatory authority.
- 30. Failure by the Promoter to enforce any of its rights at any time does not constitute a waiver of those rights.
- 31. Any costs associated with entry into this Promotion (including but not limited to accessing the website and submitting an entry) are the responsibility of each participant.
- 32. All entries become the property of the Promoter. The Promoter collects personal information about participants to enable participants to participate in the Promotion. By entering this Promotion, participants agree that: (1) the Promoter may disclose personal information to its contractors and agents for the purpose of assisting in the conduct of the Promotion or communicating with entrants and to the relevant regulatory authority and winners' names may be published as required under any relevant legislation; and (2) the Promoter may retain and use personal information in a database, disclosed to the Promoter's business partners, and used for future marketing purposes in relation to its products, services and offers,. The Promoter is bound by the National Privacy Principles and the *Privacy Act 1988* (Cth). Participants may request access to information the Promoter holds about them or obtain a copy of the Promoter's privacy policy on www.staywellrewards.com.
- 33. It is a condition of taking any prize that the winner consents to the Promoter to use the winner's name and likeness (including photograph or film) in the Promoter's marketing materials pertaining to the promotion without remuneration.
- 34. All references to \$ are a reference to the Australian currency.
- The Promoter is StayWell Hospitality Management Pty Ltd ABN 50 131 974 537 of Level 6, 580 George Street, Sydney , NSW 2000. Authorised under permit numbers: NSW Permit No. LTPS/11/09163, ACT Permit No. TP 11/04115.