

GAME OF CHANCE TERMS AND CONDITIONS

1. Promotion: Ovolo x The Affordable Art Fair's Win a Stay At Ovolo Hotels
2. Information on how to enter and prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. Entry is only open to Australian residents **[aged 18 years or over]**.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Promotion commences at **12.00pm AEST on Thursday May 9 2024** and closes at **5.00pm AEST on Sunday May 12 2024**, ("**Promotional Period**"). All times throughout the Terms and Conditions will be based on Brisbane local time, which will be AEST.
6. To enter, individuals must complete the following steps during the Promotional Period:
 - Visit <https://ovolohotels.com/ovolo/registration-page/>
 - Follow the prompts to entry page
 - Input the requested details including their full name and email address, birthday, postcode
 - Submit the fully completed online entry form
7. 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 reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. Only one (1) entry is permitted per person.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The draw will take place on **Tuesday May 14 2024 at 1.00pm AEST at Ovolo The Valley of 1000 Ann Street Fortitude Valley, Brisbane, 4006, for Ovolo Hotels**. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
12. The Promoter's decision is final and no correspondence will be entered into.

13. The winner/s will be notified in writing with instructions on how to claim their prize.
14. The first **(1)** valid **entry/entries** randomly selected, from all valid entries received, will win the prize of **2 x night accommodation at any Ovolo Hotel in Australia** valued at AUD\$900 subject to standard fluctuation of industry rates.
15. Subject to the unclaimed prize draw clause, if for any reason **a/the** winner does not take or claim **a/the** prize (or an element of **a/the** prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. If **a/the** prize (or part of **a/the** prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. The total prize pool value is AUD\$900, subject to standard fluctuation of industry rates.
18. Prize/s, or any unused portion of **a/the** prize, **are/is** not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. A draw for any prize/s, if unclaimed, may take place on **Tuesday May 21 2024** at the same time and place as the original draw, subject to any written directions from a regulatory authority. The winner/s, if any, will be notified in writing.
20. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to the instructions of any regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the competition website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
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 States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) excludes 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 (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 entry or prize 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; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of **a/the** prize.
25. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://ovolohotels.com/ovolo/privacy-policy/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose entrant's personal information to entities outside of Australia, see the Promoter's Privacy Policy for details.
26. The Promoter is Ovolo Hotels of 15th Floor, Universal Trade Centre 3 Arbuthnot Road, Central Hong Kong, with satellite offices at Ovolo The Valley of 1000 Ann Street Fortitude Valley, Brisbane, QLD, 4006.