

COMPETITION DETAILS OF PARTICIPATION

Information on how to enter the Promotion forms part of these terms and conditions. Entries not made in accordance with these terms and conditions will be disqualified.

1. **Promoter:** The Promoter is Blue Ocean Operations Pty Ltd (ABN 31 601 800 739) of Sofitel Gold Coast Broadbeach, 81 Surf Parade, Broadbeach QLD 4218.
2. **Promotion:** Win a luxury 3-night escape at Sofitel Gold Coast.
3. **Promotion Period:** The Promotion will commence at 3:00pm Australian Eastern Standard Time (“AEST”) on 17 December 2018 and will close 11:59pm (AEST) on 31 January 2019. Entries must be received by the Promoter by the competition close date and time.
4. **Eligibility:** To be eligible to enter the Promotion, the entrant must be an Australian resident, be above 18 years and are Instagram followers of the Sofitel Gold Coast Fan Page <https://www.instagram.com/sofitelgoldcoast/>. To be an eligible entrant, you must submit an eligible entry in accordance with these Details of Participation.
5. **Non-Eligibility:** Employees and/or associates of Sofitel Gold Coast and the Promoter are not eligible to win. Any personal information or contact details entered incorrectly on an entry shall deem the entry as an invalid entry.
6. **Entry to the Promotion:** The competition will be promoted and hosted on Instagram on <https://www.instagram.com/sofitelgoldcoast/> and on the Sofitel Gold Coast [website](#) with the entries judged as the most appealing, creative, original and relevant entries received, being the prize winner. To enter, eligible entrants must (1) follow the Sofitel Gold Coast fan page on Instagram <https://www.instagram.com/sofitelgoldcoast/> and (2) share their favourite summer moment by posting an image on their own Instagram page, and provide all requested mandatory details, including using the hashtag #sofitelgcsummermoments.
7. **Number of Entries:** Multiple competition entries are permitted per person, as long as they comply with the entry conditions. Each entry must be the original work of the entrant and not infringe on any copyright laws.
8. **Entry Validity:** The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering or attempted tampering with the entry process, including but not limited to submitting an entry that is otherwise not in accordance with these terms and conditions. By providing your entry you consent to the Promoter using your personal information to determine whether any tampering or attempted tampering with the entry process has occurred. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter’s sole discretion and no correspondence will be entered into.
9. **Prize Value:** The total promotion prize pool value is AU\$1,437. The details of the prize is as follows: The winner will receive a Sofitel Gold Coast Broadbeach accommodation voucher to be used towards three (3) nights’ accommodation in a Superior Ocean View King room including daily buffet breakfast for two at Bistro On3, Level 3 at Sofitel Gold Coast and complimentary self-parking during the stay at Sofitel Gold Coast Broadbeach, 81 Surf Parade, Broadbeach QLD 4218.
10. **Prize Terms and Conditions:**
 - a. **No exchange of Prize:** All prizes are non-transferrable and cannot be exchanged or redeemed for cash.
 - b. **Ancillary Costs:** Any transport, meals, beverages, spending money, insurances, service charges, taxes and ancillary costs, including cost of travel to and from the property, are not included in the prize and is the responsibility of the prize winner.
 - c. **Prize Availability:** All components of a prize are subject to availability and may not be available during school holidays, holiday weekends or special events. Bookings are subject to availability.

- 11. Prize Winner:** The judging will be held at 10:00 am (AEST) on 5 February 2019 at Sofitel Gold Coast, 81 Surf Parade, Broadbeach QLD 4218. The entries in the opinion of the judging panel (appointed by the Promoter) determined as the most appealing, creative, original and relevant submitted from all eligible entries received, will be the winner. The prize winner (one winner) with the most appealing, creative, original and relevant entry will receive the prize. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged on content, creative merit and aptness. The judge's decision will be final and no correspondence will be entered into.
- 12. Contact:** The prize winner will be notified in writing via Instagram within three (3) business days of the judging to confirm their eligibility under these terms and conditions and to confirm whether they wish to claim their prize. The winner's name will be also published on the Sofitel Gold Coast [website](#).
- 13. Claims of Prize:** If a prize winner wishes to claim the prize, the prize winner must confirm this fact and his/her eligibility to win under these terms and conditions within five (5) business days upon receipt of notice, by 5:00pm (AEST) 12 February 2019. If a prize winner fails to do this by the deadline, the prize winner will be deemed to have forfeited the prize. If a prize is unclaimed or forfeited by 5.00pm (AEST) on 12 February 2019, the prize will be awarded to the entrant with the next most creative and apt entry in the judging, as determined by the judging panel, at 10:00am (AEST) on 13 February 2019 at the same location as the original judging. The winner, if any, will be notified in writing via Instagram on the same day.
- 14. Winner Publicity:** In accepting the prize, the prize winner agrees to participate in any publicity arrangements made by or on behalf of the Promoter. The prize winner further acknowledges that the Promoter reserves the right to publicise their name, address and photographs without any payment being made to them in respect of this Promotion.
- 15. Lost or Delayed Communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
- 16. Release:** To the fullest extent permissible by law, each entrant in the Promotion including without limitation the prize winner, releases the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in connection with the prize or their participation in the Promotion. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential and economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any prize, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. 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.
- 17. Force Majeure:** Subject to State legislation the Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts, which are not reasonably within the control of the Promoter.
- 18. Disputes:** In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
- 19. Private Notice:** During the course of the Promotion, the Promoter may collect personal information in relation to entrants. This may include, but is not limited to, the names, email addresses, telephone numbers and credit card details of the entrants, provided by the entrant on the online enquiry form, registration form or when paying for services provided by the participating Hotel. The entrant's personal information is collected so the Promoter is able to conduct the Prize Draw and to contact and award the Prize to the Prize Winner, to publish the results of the Promotion and to publicise the Promotion.

20. Consent to use of Personal Information for Marketing Purposes: Furthermore, by entering this Promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of the information collected pursuant to Clause 22 by the Promoter, which trades as Accor Asia Pacific and the Accor Group. For details about who we are, how we may use your information and what your rights are under the new privacy laws, please see our Privacy Policy, which is available from the Promoter at the address provided in Section 1, Clause 2 or online at www.accorhotels.com.au/privacy. Uses may include future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant, or distribution of marketing materials for goods or services in the tourism, hospitality and services industries from the Accor Group or from companies in the tourism and hospitality industry in which the Promoter holds shares or is otherwise associated.

The Promoter will communicate and advertise this competition using Instagram. The competition however, is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants are providing their information to the Promoter and not to Instagram. Each entrant completely releases Instagram from any and all liability. Entrants acknowledge that all content posted on Instagram must be in accordance with Instagram terms (<https://www.instagram.com/about/legal/terms/api/>).

Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a Prize, and any information submitted by the Entrant in entering the promotion, before issuing a Prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.

As a condition of entering this promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's image and caption, name, likeness, image, voice (including photograph, film and/or recording of the same), and/or entry in any media for an unlimited period of time and worldwide without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter and their associated or affiliated companies. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.

The Promoter may at their discretion choose to publish entries during and/or after the Promotion Period. This will not be any reflection on the success of that published entry/entries in a Judging.

An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter and may be used by the Promoter at any time. The Promoter collects personal information about an Entrant to include the Entrant in the promotion and, where appropriate, award Prizes. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at the address in condition 2 of these Terms & Conditions. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter.