

# TERMS & CONDITIONS

## Schedule to Terms & Conditions of entry

<b>Promotion name</b>	VIBE HOTELS 21ST BIRTHDAY DANCE COMPETITION
<b>Eligible States/Territories</b>	National
<b>Promotion period</b>	Start: 1 Oct 2024 9:00 AM End: 31 Oct 2024 11:59 PM No entries will be accepted outside this time.
<b>Website address</b>	TOGA HOSPITALITY PTY LTD
<b>Promoter</b>	TOGA HOTEL MGMT HLDS ABN: 82162986352 TOGA HOSPITALITY PTY LTD LEVEL 5, 45 JONES STREET ULTIMO NSW 2007
<b>Eligible entrants</b>	Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements. Entrants aged under 18 years must have the written consent of a parent/guardian to enter the Promotion and must provide same to the Promoter on request.
<b>Details of prizes</b>	The best entry/entries as determined by the judges will be deemed the prize winner(s) and will win:  All values quoted are in AUD: One (1) Major Prize: One (1) major prize winner will receive 21 x 2-night Vibe hotel accommodation vouchers at any Vibe in Australia or Singapore up to the value of \$600 each x 21 eGift vouchers = \$12,600. Maximum 24 months or 2 years validity from date of issue. 21 x Runners Up Prizes: Twenty-one (21) runners up prize winners will each receive a 2-night Vibe hotel accommodation voucher to use at any Vibe in Australia or Singapore up to the value of \$600 each x 21 eGift vouchers = \$12,600. Maximum 24 months or 2 years validity from date of issue.  The prize is as stated, and no cash alternatives will be offered. The Promoter reserves the right to substitute the prize with another of equivalent value without

	<p>giving notice. Accommodation vouchers are valid at Vibe hotels in Australia and Singapore only. Gift vouchers are valid only for the period stated on the voucher. Extensions and refunds are strictly not allowed. All reservations are subject to availability and certain blackout days may apply. Vouchers are not exchangeable for cash. Multiple vouchers may be used in one consecutive night stay subject to availability at the chosen hotel. Vouchers must be redeemed in full and are valid for one use only, any unused credit balance will be forfeited. Any amount spent more than the stated value is to be borne by the voucher holder and must be settled in full at the time of the gift voucher's redemption. TFE Hotels reserves the right to change or amend the terms of use without prior notice. The value of the Prizes is the recommended market value as provided by the Promoter (inclusive of GST) and is correct as at the start of the Competition.</p> <p>The Winner must be over 18 years of age or if under 18 years of age, the Prize will be awarded to the parent or legal guardian of the Winner. The Winner or the Winner's parent or legal guardian will be required to produce a credit card upon check in to each hotel for incidentals.</p> <p>Prior to participation in any travel or event prize, any winner and participant may be required to sign an indemnity and waiver of liability in favour of the Promoter and all involved parties. If a participant is a minor, the indemnity and waiver of liability must be signed by the participant's parent/guardian.</p>
<p><b>Total number of prizes</b></p>	<p>22</p>
<p><b>Total prize value</b></p>	<p>Total prize pool (inc GST): \$25,200.00</p>
<p><b>Method of entry</b></p>	<p>To enter, an entrant must, during the promotional period:</p> <ol style="list-style-type: none"> <li>1. Follow Vibe Hotels Instagram and/or Tik Tok accounts</li> <li>2. Post their version of Nathan Lust's Vibe 21st birthday dance as shown on Tik Tok or Instagram, using the Vibe Original music track (obtained from Vibe social channels), to their own Instagram and/or Tik Tok tagging @vibehotels and using hashtag #Vibe21st</li> </ol> <p>Participants can only enter the competition via their own account. The Promoter reserves the right in its absolute discretion to request the prize winner to provide proof of identity and raw footage of their dance routine to validate their entry. The Promoter reserves the right to verify and check the authenticity of any prize claim or entry before awarding a prize. Entrants must keep their dance post live until 30 November 2024 otherwise the entry may be declared invalid.</p>
<p><b>Determination of winners</b></p>	<p>This is a game of skill and chance plays no part in determining the winner.</p> <p>The judging will be performed by a judge/panel of judges appointed by the Promoter.</p> <p>The prize draw will begin 12:00 PM on 7 Nov 2024</p> <p>Location of the judging: TOGA HOTEL MGMT HLDS Level 5, 45 Jones Street</p>

	<p>ULTIMO Sydney NSW 2007</p>
<p><b>Notification of winners</b></p>	<p>Winners will be notified via Direct message on social media no later than 7 Nov 2024.</p>
<p><b>Public announcement of winners</b></p>	<p>The winners will be published here:  vibehotels.com on 11 Nov 2024</p>
<p><b>Unclaimed prize selection</b></p>	<p>If the prize(s) are unclaimed by the unclaimed prize selection date, the Promoter will award the prize(s) to the Eligible Entrant(s) who came runner-up when the entries were judged, subject to any directions from any regulatory authority.</p> <p>Unclaimed prize draw date: 12:00 PM on 2 Dec 2024</p> <p>Location of unclaimed prize draw: TOGA HOTEL MGMT HLDS Level 5, 45 Jones Street ULTIMO Sydney NSW 2007</p>
<p><b>Notification of unclaimed prize winners</b></p>	<p>Unclaimed prize winners will be notified via Direct message on social media no later than 2 Dec 2024.</p>
<p><b>Public announcement of winners from unclaimed prize selection</b></p>	<p>The winners of unclaimed prizes will be published here:  vibehotels.com on 6 Dec 2024</p>

## Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the terms and conditions providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-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 first cousin.
3. The Promotion will be conducted during the Promotion period.
4. The time zone applicable to any time stated, relates to the state or territory where the Promoter is located, unless expressly stated to the contrary.
5. The Prize/s are specified in the Details of prizes section of the Schedule.
6. The total prize pool is specified in the Total prize value section of the Schedule.
7. Any prize is valued in Australian dollars unless expressly stated to the contrary.
8. Prizes involving travel must be taken to coincide with the dates specified in the Details of prizes section of the Schedule or as otherwise specified in the conditions of any third party travel provider. Any changes to the confirmed prize details will be at the expense of the winner(s) and will only be permitted with the prior consent of the Promoter or third party travel provider.
9. Unless otherwise stated, any travel prize does not include travel insurance, travel documents, meals, taxes not included in the price of the ticket, transfers, flights, accommodation or any other costs of a personal nature. Compliance with any health, travel insurance, passport or other government requirements is the responsibility of the prize winner. Failure to comply with this will deem the winner's entry invalid and the entrant will forfeit the prize. The Promoter makes no representation as to the safety, conditions or other issues that may exist as part of the travel or at the destination.

10. The Prize travel is subject to availability at the time of booking. The winner and, if applicable, their companion must travel together on all prize travel. The Promoter is not responsible for any cancellation, delay or rescheduling of flights, and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.
11. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
12. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
13. The time of entry will be deemed to be the time the entry is received by the Promoter.
14. Entrants may submit up to the Maximum number of entries (if applicable).
15. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
16. The prize(s) will be awarded to the best entry/entries as judged in accordance with the Prize selection details. Entries must not have been published previously and/or have been used to win prizes in any other competitions. The judges reserve the right to disqualify any entrant submitting an entry which, in the opinion of the judges, includes objectionable content or does not meet the criteria relating to the method of entry. The judges' decision is final and no correspondence will be entered into.
17. The winner does not need to be present at the selection unless expressly stated to the contrary.
18. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
19. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the

promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.

20. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
21. The winner(s) first initial, last name and postcode will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
22. The promoter may conduct an Unclaimed prize selection in accordance with the Unclaimed prize selection section of the Schedule (if applicable). In the event the Unclaimed prize selection takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize selection in accordance with the Notification of unclaimed prize selection section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize selection will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize selection. If a prize is no longer capable of being redeemed, the new winner will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter).
23. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
24. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.

25. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
26. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
27. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
30. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The entrant agrees to indemnify the promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions

which would otherwise constitute an infringement of any moral rights you may have as an author of content.

31. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
32. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
33. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
34. Facebook, YouTube, Instagram, TikTok or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok or Snapchat.