

Encore with us at Mingara

TPN 03596 - Terms & Conditions

General

1. Information on how to enter and prize form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to the clauses below, entry is open to existing members of Mingara Recreation Club who have fulfilled the requirements below ('Eligible Entrants'). Entrants must be over 18 as of the date of entry.
4. Employees, and their immediate families, of the Mingara, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or stepchild (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. The Promoter is Mingara Recreation Club (ABN 81 001 662 648) (the 'Promoter'). The Promoter's address is 12-14 Mingara Drive, Tumbi Umbi NSW 2261.

How to enter

6. Entry to this competition is free. To enter, Eligible Entrants must, during the Promotional Period (defined below): must swipe their membership card at the designated kiosks located in the Main lobby of Mingara.
7. By submitting an entry into this competition, entrants consent to receive promotional and other marketing messages from Mingara (including messages sent electronically for an unlimited period). Entrants can opt-out at any time by following the instructions in each message sent by Mingara.
8. Entries must substantiate contact details on request to be eligible to win.

Number of entries permitted

9. Only one entry per member, per daily draw time slot of 11am to 1pm and 4pm-6pm between December 2nd -5th 2024.

Open, close, draw and publish dates

10. The competition commences on Monday 02 December 2024 at 11:01 AM and closes on Thursday 05 December 2024 at 06:00 PM AEST ('Promotional Period'). Mingara Recreation club must receive entries before the competition closes.
11. Five daily winners will drawn at 12-14 Mingara Drive Tumbi Umbi NSW 2261 on Monday 02 December 2024, Tuesday 03 December 2024, Wednesday 04 December 2024, and Thursday 05 December 2024 at 1:01 PM . An additional Ten daily winners will be drawn at 12-14 Mingara Drive Tumbi Umbi NSW 2261 on Monday 02 December 2024, Tuesday 03 December 2024, Wednesday 04 December 2024, and Thursday 05 December 2024 at 6:01 PM .Mingara will ensure that all entries have an equal chance of winning a prize.

12. The winners must be present the day of the day of the draw to claim their prize. Following successful claim of the prize, their name may also be published on Mingara's (www.facebook.com/mingaraclub) Facebook Timeline.

13. Details of the prize will be provided the day of the draw to the winner.

14. If the winner cannot be contacted or does not claim the Prize within 3 minutes of their name being drawn, Mingara will not publish the previous winner's name on Facebook, and reserve the right to withdraw the Prize from the winner and draw a replacement winner. The unclaimed prizes may or may not be redrawn on or before Thursday 05 December 2024 at 6:01 PM AEST at 12-14 Mingara Drive Tumbi Umbi NSW 2261. The new prize winners will be notified via phone the day of the redraw, and following successful claim of the prize, their name may be published on Mingara's (www.facebook.com/mingaraclub) Facebook Timeline or website.

Prize

15. The prize consists of a one-night stay at Encore by Mingara to be reserved only from Friday 06 December 2024 thorough Thursday 12 December 2024.

16. Prize of one night stay date must be reserved on or before Friday 06 December 2024. The winner may not move their stay to an alternative date past Thursday 12 December 2024.

17. The winner must book the prize by Thursday 12 December 2024 or the prize will be forfeited. The members prize is transferable for the promotional booking period, but can not to be sold.

18. The total number of competition winners in this competition is 60. the winners will receive

- 1 Day twin occupancy at Encore by Mingara
- 2 Breakfast entrees at the Roasted Berry including coffee or juice for their stay

19. Unless expressly stated in these Terms and Conditions, all other expenses are the responsibility of the winners (and their companions), including but not limited, meals, additional spending money, drinks, incidentals, laundry, telephone calls, activities, gratuities, services charges, travel insurance. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel for all incidental charges.

20. By entering this competition and collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. Mingara is not responsible for any Force Majeure, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is traveling. The prize-winners are responsible for enquiring about local issues and conditions at destinations before travel. The winner will be required to sign Indemnity as a condition of acceptance of the prize. Mingara does not guarantee that the winner will enjoy the prize or be suited to the type of prize offered.

21. If, for any reason whatsoever, a winner does not take an element of the prize during their stay with Mingara, then that element of the prize will be forfeited by the winner, and cash will not be awarded in lieu of that element of the prize.

22. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. Mingara and carrier do not represent the safety, conditions or other issues that may exist at any destination.

Further Terms and Conditions

23. Any entrant found to have used a third party to enter on their behalf will have all entries invalidated, and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize

awarded. The Promoter has sole discretion to determine if any entrant has breached this clause. The Promoter reserves the right to request any documentation to confirm if the entrant breached this clause. An entrant must provide any requested documentation to Mingara upon request. Mingara reserves the right to disqualify any entrant who provides false information or seeks to gain an unfair advantage or manipulate this competition.

24. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated, and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. Mingara has sole discretion to determine if any entrant has breached this clause. Mingara reserves the right to request any documentation to confirm if the entrant breached this clause. An entrant must provide any requested documentation to Mingara upon request.

25. If the prize is unavailable, for whatever reason, Mingara reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the 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 cannot use the prize as stated.

26. Mingara reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of Mingara. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole, and no substitute will be offered.

27. Mingara reserves the right to conduct a redraw if an entrant, claiming to be a winner, cannot satisfy these Terms and Conditions or has breached these Terms and Conditions.

28. Mingara's decision in relation to any aspect of the competition is subject to State and Territory legislation but is also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, are not transferable to other people, are not exchangeable for other deals, offers, or vouchers, and are non-redeemable as cash.

Privacy collection statement

29. By submitting an entry into this competition, entrants consent to receive promotional and other marketing messages from Mingara (including messages sent electronically for an unlimited period of time). Entrants can opt-out at any time by following the instructions in each message sent by Mingara.

30. Mingara Recreation Club collects entrants' personal information to conduct and promote this competition (including but not limited to determining and notifying winners). Mingara may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. Mingara will otherwise handle your personal information in accordance with its Privacy Policy available at Mingara.com.au. You may request access to or update your personal information or lodge a complaint by writing to Mingara Recreation Club (ABN 81001662648) of 12-14 Mingara Drive Tubi Umbi NSW 2261

Copyright, statutory guarantees, waiver and liability

31. All entries and any copyright subsisting in the entries become and remain the property of the Promoter, who may publish or cause to be published any of the entries received.

32. In participating in the prizes, the winners agree to participate and cooperate as required in all editorial activities relating to the Competition, including but not limited to being interviewed, videoed and photographed. The winners (and their companions) agree to grant the Promoter a perpetual and non-exclusive license to use winners commentary, video footage and photography in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.

33. Prize-winners are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice before acceptance of that prize.

34. Mingara (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. Mingara will disqualify anyone who has tampered with the entry process or any other aspect of this competition. In particular, computer-generated entries and "scripting" are prohibited and will not be accepted.

35. 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 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').

36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Mingara (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under Mingara's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim 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 (f) use of a prize. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in the value of the prize occurring between the publishing date and the date the prize is claimed is not the responsibility of the Promoter.