

“SHERATON EATS – FLAVOURS OF INDONESIA”

Game of Skill Competition Terms and Conditions

SCHEDULE	
Competition Name	Sheraton Eats - Flavours of Indonesia
Promoter	Club Marriott Pacific
Participating Hotels	Sheraton Grand Sydney Hyde Park Sheraton Grand Mirage Resort, Gold Coast Sheraton Melbourne
Entry - residence restriction	Entry is available to residents of: NSW, QLD, VIC
Entry - age restriction	Entry is only available to persons over 18 years of age
Competition Period	12:00pm (AEDT) Thursday 15 August 2019 – 10:00pm (AEDT) Saturday 24 August 2019 (Sydney entries) 12:00pm (AEDT) Thursday 29th August 2019 - 9:30pm (AEDT) Sunday 1st September 2019 (Gold Coast entries) 6:00pm (AEDT) Thursday 5th September 2019 - 3:00pm (AEDT) Sunday 8th September 2019 (Melbourne entries)
How to enter	To enter the Competition, each entrant must, during the Competition Period: a) Dine for lunch or dinner at Sheraton Grand Sydney Hyde Park or Sheraton Grand Mirage Resort, Gold Coast or Sheraton Melbourne and present their receipt on entry submission; and. b) Complete the entry form; and c) Place entry form in submission box.
Content criteria	"What's your favourite Indonesian dish and why?"
Are multiple entries permitted	One (1) entry per dining experience is permitted
Receipt of entries	The time each entry is received will be the time the entry form is put in the box. Entries will be tallied after 10pm each day.
Displaying entries	N/A
Prize - details	Return economy airfares for two (2) adults from either Sydney, Melbourne or Brisbane to Bali, Denpasar Three (3) nights accommodation for two (2) adults in a standard room at The Laguna, A Luxury Collection Resort & Spa, Nusa Dua, room only Two (2) nights accommodation for two (2) adults in a standard room at The W Bali, room only Prize must be redeemed prior to 31 March 2020
Total number of prizes	There is one (1) prize to be won as part of the Competition

Total prize pool	AUD\$5,500.00
Judge(s)	The Judge(s) of the Competition will be: 2 members for Marriott International Area Team
Determining the winner	The best and most creative entry as deemed by the Judge(s) will be chosen. The entries will be judged, and the winner will be determined, at or around 3:00pm AEST on 11/9/2019 at Marriott International Offices, level 5, 161 Elizabeth Street, Sydney NSW 2000.
Notifying the winner	Within 2 days of the winner being determined, the winner will be notified by phone or email.
Publishing the winner	Within 7 days of the winner(s) being determined, the name and suburb (or town) of the winner will be published at: https://www.myclubmarriott.com/ https://www.facebook.com/feastsydney/ https://www.facebook.com/sheratongoldcoast/ https://www.facebook.com/sheratonmelbourne/

PART A – INTRODUCTION

1. Information on how to enter and the prize forms part of these Terms and Conditions.
2. By participating in the Competition, entrants accept and agree to be bound by these terms and conditions. For the avoidance of doubt, the terms and conditions include the schedule above.
3. Entries must comply with these terms and conditions to be valid.
4. Where there is an inconsistency between the Schedule and Parts A to J of these terms and conditions, the schedule will prevail.

PART B – PRIVACY

5. The Promoter will collect and use each entrant's personal information for the purposes of: (a) conducting the Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for promotional purposes, public statements and advertisements in relation to the Competition; (b) providing information about the products and services offered by the Promoter and its related companies and its affiliated Hotels; and (c) research to improve its products and services.
6. By entering the Competition, entrants consent to the use of their personal information as described in clause 5. If such information requested is not provided, the Promoter is at liberty to refuse the entrant's entry in the Competition
7. Entrants may access, change and/or update their personal information in accordance with the Promoter's privacy policy, which is available at<https://www.gms-group.com/privacy-policy.php>

PART C - WHO CAN ENTER THE COMPETITION

8. Entrants must be 18 years of age or over.

9. Employees (and their immediate families) of the Promoter(s) and entities connected with this promotion in any way 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.

PART D – HOW TO ENTER THE COMPETITION

10. To enter, each entrant must comply with the 'How to Enter' section of the Schedule within the Competition Period.
11. If the Schedule permits entrants to submit more than one entry, each entry must be unique and submitted separately.
12. Entries must not have been published previously or used to win prizes in other competitions.
13. An entry cannot be modified after it has been submitted.
14. The Promoter reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation in the Competition of all entrants. The Promoter reserves the right to disqualify any entrant who provides false information or fails to provide information that is reasonably requested by the Promoter.
15. The Promoter reserves the right, in its sole discretion, to refuse to accept entries which are incomplete, indecipherable, offensive, do not comply with these terms and conditions or which contravene any applicable laws or regulations.
16. The Promoter reserves the right, in its sole discretion, to disqualify any entrant who has breached any of these terms and conditions, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Competition by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants.
17. The eligibility of entries is solely within the discretion of the Promoter.
18. The Promoter accepts no responsibility for late, lost, misdirected or damaged entries or other communications.

PART E - PRIZES

19. The Prize, or any unused portion of the prize, is not transferrable, exchangeable or redeemable for cash.
20. If a Prize is unavailable for reasons beyond the Promoter's control, the Promoter reserves the right to substitute the Prize with a prize of equal or greater monetary value. This right is subject to any applicable legislation, regulations or directions from a regulatory authority.
21. Once a Prize has left the Promoter's premises, the Promoter takes no responsibility for the Prize being damaged, lost or stolen.
22. All taxes (excluding GST, if any) which may be payable as a consequence of receiving a Prize are the sole responsibility of each winner.

23. All other travel costs and ancillary costs outside the scope of the Prize are the responsibility of the winners.
24. The flights and accommodation will be deemed fully used once a qualifying booking has been made and confirmed to be available. Accommodation or flights will not be reinstated, refunded or replaced, even in the event that the reservation is cancelled or changed. Changes or cancellation may incur charges.
25. A winner's use of the Prize is entirely at their own risk. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of taking the Prize by any winner, except for any liability which cannot be excluded by law. The winner agrees to release and indemnify the Promoter in relation to any such loss, damage or injury in connection with the Prize. Before a Prize is awarded, a winner may be required to sign an agreement to release the Promoter from and indemnifying the Promoter against any liability arising from the winner's acceptance and use of the Prize and the winner's participation in the Competition.

PART F - HOW THE WINNER IS DETERMINED

26. The Competition is a game of skill. Chance plays no part in determining the winner.
27. At the time and date specified in the "Determining the winner" section of the Schedule, each valid entry will be judged individually on its merits by the Judges based on the Content Criteria.
28. The winning entry will be the entry that best satisfies the Content Criteria, as determined by the Judges in their sole and absolute discretion.
29. The number of winning entries to be selected will be the same as the total number of Prizes specified in the Schedule
30. The Judges' decision will be final and binding and no correspondence with entrants or any other person will be entered into.
31. Only one (1) winner will receive a Prize.

PART G - NOTIFICATION AND CLAIMING THE PRIZE

32. The Promoter will provide the winner with instructions on how to claim their Prize. It is the responsibility of the winner to comply with the Promoter's instructions.
33. The Promoter reserves the right to request the winner to provide proof of their identity and/or proof that they were responsible for the winning entry.
34. The winner agrees to participate and cooperate, as required, in all publicity activities relating to the Competition, including, without limitation, being interviewed, photographed, filmed and recorded. Each winner authorises the Promoter to use such content for advertising and publicity purposes in any media in perpetuity worldwide.
35. It is the responsibility of each entrant to notify the Promoter of any change to their contact details.

PART H - UNCLAIMED PRIZES

36. The Promoter will take all reasonable steps to identify and notify the winner in an attempt to ensure that the winner receives their Prize. However, if a winner cannot be identified or does not claim the Prize within the timeframe stipulated in the Schedule, their Prize is forfeited and will be awarded to the next best entry.

37.

38. Each winner of an unclaimed Prize will be determined and notified in accordance with Parts F and G.

37.

PART I – NO LIABILITY

- 40.38. Any Prize supplied by a third party supplier is subject to the terms and conditions of that third party supplier. The Prize may come with guarantees that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable and excludes all liability (including negligence) for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) for damage to property, personal injury or death suffered or sustained in connection with the Competition or the use or taking of any Prize except for any liability which cannot be excluded by law including as provided for under the Australian Consumer Law.
- 41.39. If entry is via Facebook or if the Competition is promoted on Facebook, the Competition is in no way sponsored, endorsed, administered by or associated with Facebook and each entrant agrees to grant Facebook a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that: (a) any information they provide in connection with the Competition is provided to the Promoter and not to Facebook or any other social network; and (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Facebook or any other social network.
- 42.40. If entry is via Instagram or if the Competition is promoted on Instagram, the Competition is in no way sponsored, endorsed, administered by or associated with Instagram and each entrant agrees to grant Instagram a complete release from any claims that they now have or may have in the future which relate to or are incidental to the Competition. Entrants acknowledge and agree that: (a) any information they provide in connection with the Competition is provided to the Promoter and not to Instagram or any other social network; and (b) any questions, comments or complaints regarding the Competition will be directed to the Promoter, not to Instagram or any other social network.
- 43.41. The benefit of all limitations of liability and indemnities herein shall extend to the Promoter's related entities and any entities involved in the conduct of the Competition, including, but not limited to:
- a. Marriott International, Inc
 - a.b. GMS (Asia Pacific) Limited trading as Club Marriott
 - b.c. Spruce Australia Pty Ltd trading as Sheraton Grand Sydney Hyde Park
 - d. Starwood Australia Hotels Pty Ltd
 - e. Australia Wattle Development Pty Ltd trading as Sheraton Grand Mirage Resort, Gold Coast
 - 44.f. DFTNA Mel Pty Ltd trading as Sheraton Melbourne
 - a.g. PT. Karya Agung Kisma Lestari, trading as The Laguna, A Luxury Collection Resort, Nusa Dua, Bali
 - b.h. PT. Dua Cahaya Anugrah, trading as The W, Bali etc..

PART J – TERMINATION OF COMPETITION

- 45.42. The Promoter reserves the right to vary the terms of, or cancel, the Competition at any time without liability to any entrant or other person, subject to applicable laws