

Terms and Conditions

Win a Free Night's Stay at Gambaro Hotel Brisbane

General

1. The Promoter is Gambaro Pty Ltd (ABN 98 320 567 161) of 33 Caxton Street, Petrie Terrace Brisbane Queensland 4000. Telephone number (07) 3369 9500.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.

Eligibility

3. Entry is open to all residents of Australia over the age of 18. Employees, contractors, and immediate families of the Promoter and their associated companies and agencies are excluded from entering the promotion. Immediate family means any of the following: spouse, ex-spouse, defacto 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.
4. Entrants into this competition must be 18 years of age or older as at the date of entry.
5. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the price in whole and no substitute will be offered.

Entry

6. The Promotion Period commences at 9am AEST on 1st September 2015 and closes at 11.59pm on 30th November 2015. One (1) random prize draw will occur each month over the Promotion Period. A total of three (3) random prize draws will take place over the Promotion Period. Entries for each random prize draw must be received by the Promoter prior to the competition close date and time for each monthly prize draw:

Draw 1: entries close at 11.59pm AEST on 30th September 2015.

Draw 2: entries close at 11.59pm AEST on 31st October 2015.

Draw 3: entries close at 11.59pm AEST on 30th November 2015.

7. The Promoter accepts no responsibility for any late, lost or misdirected entries.
8. To enter, Eligible Entrants must complete a printed feedback form at Black Hide Steakhouse or Gambaro Seafood Restaurant and hand it to a Gambaro staff member during the Promotion Period. Eligible Entrants can also place their own business card in the designated bowl at MG Bar, Gambaro Hotel during the Promotion Period.

9. The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms and Conditions of Entry or who has in the opinion of the Promoter, engaged in conduct in entering the promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

10. Entrants may enter as many times as they like. Entrants can only be awarded a prize once over the entire Promotion Period. And only one prize can be awarded per household.

Prizes and winning

8. One prize will be awarded each month during the Promotion Period. Three (3) random prize draws will take place over the Promotion Period:

Draw 1: will take place at 10am on Friday 2nd October, 2015 at Gambaro Pty Ltd, 36 Caxton Street, Petrie Terrace Brisbane QLD 4000.

Draw 2: will take place at 10am on Thursday 5th November, 2015 at Gambaro Pty Ltd, 36 Caxton Street, Petrie Terrace Brisbane QLD 4000.

Draw 3: will take place at 10am on Thursday 3rd December, 2015 at Gambaro Pty Ltd, 36 Caxton Street, Petrie Terrace Brisbane QLD 4000.

9. The winner of each prize draw will be randomly chosen from all the entries submitted at the end of the draw entry close time.

10. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

11. The winners will receive a voucher for one night's stay for two in a standard double or twin room at Gambaro Hotel Brisbane, 29 Caxton Street Petrie Terrace Brisbane QLD 4000., valued at \$249.00. No breakfast is included in the stay.

12. The Total Prize Pool Value is \$747.00

13. Winners will be notified by phone/email within two (2) business days of each draw.

14. Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

15. Prize value is based on the recommended retail price at the time of printing. The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption dates.

Prize Conditions

16. The prize voucher is valid for 3 months from date of issue. The prize is subject to availability and blackout dates may apply. Suncorp Stadium event days are strictly excluded. Transport to and from the hotel is not included in the prize and the winner must make his/her own arrangements.

17. Prizes cannot be transferred, exchanged or redeemed for cash.

18. Vouchers are only valid for the date or period specified on the voucher and are subject to any terms and conditions imposed by the provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.

19. If there are any unclaimed prizes a prize draw will be conducted 3 months after the original prize draw, at the same time and place as the original draw. If a winner is drawn they will be contacted by phone and in writing within two (2) business days.

Further Terms and Conditions

20. The Promoter (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. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

21. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

22. Any entrant found to be entering incorrect 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 awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

23. The Promoter reserves the right to re-determine the winner in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

Copyright, Statutory guarantees, Waiver and liability

24. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with Gambaro Pty Ltd or Gambaro Hotel or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

25. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the completion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same condition, subject to any directions given under State Regulation.

26. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, 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 any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

27. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

28. All entries become the property of the Promoter. The Promoter collects personal information about you for the purpose of conducting this promotion but no further use of this information will be made without prior consent.

29. All entries become the property of the Promoter. All opt-in entries will be entered into a database and the Promoter may use the entrant's names, addresses (postal and email) and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By opting-in, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact the Promoter on their details set out below. Any request to update, modify or delete the entrant's details should be directed to the Promoter.

30. The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining the winner). If you are not willing for this to occur, you cannot participate in the promotion.

31. The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from other sources. We collect and use that information to provide you with our goods and services and to promote and improve our goods and services. We may share your information with our related

companies and any of us may be in contact for those purposes (including by email and SMS). We may also use your information as described when we collect information from you. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We disclose your information to our related companies, service and content providers, including those located outside of Australia. Where you have entered a competition, we may disclose your personal information to authorities if you are a prize winner or otherwise required by law. The Promoter's privacy policy can be viewed at <http://www.gambarohotel.com.au/privacy-policy>. To request access to, or to update personal information the Promoter holds about them, entrants can contact the office of the Promoter on 07 3369 9500.