

" REVERSE REVIEWS" PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents & international residents visiting Melbourne, Bendigo, Adelaide. International residents while permitted to participate they acknowledge and agree that they will not win any prize at any stage. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. Employees (and their immediate families) of the Promoter and agencies and companies that are associated with this promotion 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.
3. Promotion commences 17 April 2015 and ends at 5pm AEST on 31 May 2015 ("Promotional Period").
4. To enter, the eligible individual must during the Promotional Period:
 - (a) stay at any Art Series hotel;
 - (b) agree to participate in this promotion and be reviewed by the Promoter's staff during their stay by completing the entry form and handing it over at time of check-in ("entrants").
5. Entrants who participate acknowledge and agree that:
 - (a) the reviews may be used in any media worldwide for an indefinite period, including social media and the Promoter's website;
 - (b) the reviews may contain their first name;
 - (c) may include personal observations by staff;
 - (d) may include details and requests provided to the hotel; and
 - (e) the review may be negative and/or unflattering and the entrant consents to the publication of the review even if it is negative and/or unflattering and/or defamatory.
6. By participating the entrants hereby forever release the Promoter and its staff from all liability as a result of participating in the review, and permitting the review to be published. The entrant hereby releases absolutely and forever discharges the Promoter and its agencies and their staff (and their related and associated entities, and any other entity involved with them with respect to this promotion) from all claims, liabilities, causes of action, suits, demands or rights whatsoever which the entrant now has, or hereinafter may have in relation to this promotion, including any defamation action. These Terms and Conditions may be pleaded by the Promoter or their agencies (or any of their related or associated entities) or their staff in bar to any action commenced with respect to matters directly or indirectly relating to the promotion and any review.
6. The Promoter reserves the right to photograph and film ("the Footage") the entrants while staying at the hotel, including using CCTV footage, and the entrants hereby consent for this to occur. The entrants agree that the Promoter may use the Footage in any medium in perpetuity for no further compensation.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to

disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct during their stay or that is calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

8. Incomplete, indecipherable, or illegible entries will be deemed invalid.
9. Each person is only permitted to participate on one occasion.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The judging will take place between 17th April and 9th June. The judges may select additional reserve entrants which they determine to be the next best, and record them in order, in case of an ineligible entrant. The winners will be notified by email.
12. This is a game of skill and chance plays no part in determining the winner(s). Each entrant will be individually judged based on selected staff member's assessment of the behaviour of while staying at the hotel. The Promoter's decision is final and no correspondence will be entered into.
13. Up to 144 entrants, as determined by the judges will each win the prize a voucher for 1 night's stay at the hotel that they stayed at valued at \$185. Vouchers are valid for 6 months from when the gift voucher was sent. Stays are valid for Sunday – Thursday night stays only. Subject to availability. Not valid over peak periods and special events.
14. If for any reason a winner does not take a prize (or an element of a prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
16. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant that does not infringe the rights of any third party;

- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the Copyright Act 1968 (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 17. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 18. Entrants acknowledge and agree that any and all intellectual property in a review or any photo or video taken by the Promoter's staff will immediately vest in the Promoter upon creation.
- 19. Entrants consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) and any review in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any services supplied by the Promoter.
- 20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 21. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.
- 22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 the Promoter'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 review of the entrant; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize.

***Privacy/Use of Personal Information clauses:

Standard Privacy condition – allows Promoter to use personal information for future promotional/marketing purposes. If the Promoter will not be using info for marketing/promotional purposes then removed the copy in green highlighting

23. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.artserieshotels.com.au/privacy/. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
24. The Promoter is Art Series Hotel Group (ABN 13 811 998 742) of 637-641 Chapel Street, South Yarra VIC 3141.