

Memorable Moment Competition

Details, Terms & Conditions of Competition

Part A – Competition Details

This Part A sets out the details of the Competition. The terms and conditions applicable to the Competition are set out in Part B.

Competition Details	
Competition title	Memorable Moments Competition
How to enter	Entrants must complete the online entry form available at fairmontresort.com.au/news/memorable-moment-competition
Prize(s)	Winner(s) will be awarded the following prize(s): 1 st Prize: One night stay in Deluxe Suite including breakfast for 2 adults (valued at \$800) 2 nd Prize: Sublime High Tea for 2 people (valued at \$120) 3 rd Prize: \$50 F&B voucher to be used at any outlet
Competition Period	The competition commences at 9am on Monday 19 February 2018 and entries must be submitted to the Promoter no later than 5pm on Friday 2 April 2018.
Who may enter	Entry is only open to persons who, during the Competition Period, are: <ul style="list-style-type: none"> - At least 18 years of age. - Do not hold a management position at Fairmont Resort Blue Mountains
Maximum number of entries per individual entrant	1 entry per individual entrant
Additional entry instructions	Not applicable
Judging process	Shortlist of top 10 moments will be chosen by the Marketing team and presented to the Resort Management Team for final decision of winners.
Judging criteria	Judges are looking for truly unique experiences that can only be found in the Blue Mountains. The winning entry will display a story around a memorable moment the entrant has experienced.
Judging date	Thursday 12th April 2018

Prize winner notification	Winners will be notified via email and published on Fairmont Resort website and social media accounts on Friday 13 th April 2018.
Claiming the prize	A voucher will be sent to the entrant's email address. Identification will be required upon redemption of the prize voucher.
Special conditions	<p>a) Entrants agree to, at the Promoter's request, participate in reasonable promotional activity surrounding the Competition or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this competition, or in taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time.</p> <p>b) Entrants consent to the disclosure of their information (including their entry) to third parties for such purposes and grant to the Promoter, its successors and affiliates, a free, non-exclusive, worldwide, sublicenseable, perpetual and irrevocable licence to use, reproduce, distribute, adapt, publish, broadcast communicate and perform their entry, in whole or in part for any purpose including the Competition.</p>

Part B – Terms & Conditions for Competition

1. These Terms & Conditions ("**Terms**") apply to the game of skill described in Part A (the "**Competition**").
2. The Competition will be conducted by Fairmont Resort Blue Mountains (ABN 42 639 787 451) (the "**Promoter**") during the period specified in Part A (the "**Competition Period**").
3. The Terms may be amended or replaced by the Promoter in its absolute discretion and at any time.
4. Entry into the Competition is deemed acceptance of the Terms (as amended from time to time).
5. Entry is open only to residents of Australia who comply with any entry restrictions specified in these Terms.
6. To enter the Competition, entrants must, during the Competition Period, follow the entry method and instructions specified in Part A.
7. Entries must be received by the Promoter during the Competition Period. Entrants may submit up to the maximum number of entries specified in Part A. Multiple entries (where permitted) must be submitted separately and if the Competition requires the submission of a creative work, each entry by the same entrant must be unique and original. If an entrant submits multiple entries in excess of the permitted maximum, only

the entry or entries most recently submitted (up to the permitted maximum) will be accepted by the Promoter.

8. If entrants are invited to answer a question, send in comments, photos and/or videos (or other multimedia) as part of their entry, each entry must be an original work by the entrant and the entrant must have obtained the permission from all persons appearing in photos/videos and property owners to enter this competition in accordance with the Terms. Each entrant warrants that their entry is not, and its use by the Promoter or other persons will not infringe the rights (including intellectual property rights) of any third party.
9. Each entrant is responsible for notifying the Promoter of any changes to his/her residential address, email address or phone number during and after the Competition Period.
10. The Competition is a game of skill, chance plays no part in determining the winner/s and each validly submitted entry will be individually judged by representatives of the Promoter as specified in Part A, on the basis of originality and creativity, and according to any other criteria specified or adopted by the Promoter.
11. A decision of the Promoter in relation to the conduct of the Competition, including the selection of winning entries, is binding and conclusive and no correspondence will be entered into.
12. Unless otherwise specified in Part A, winners will be notified by phone and/or email within 2 business days after the judging date. Each entrant consents to the Promoter publishing details of a winner or winning entry on its website.
13. Unless otherwise specified in Part A, prizes must be claimed within 1 month of the judging date. If a prize is event-based or contains perishable goods, the prizes will be forfeited in full if not claimed by their expiry date. If a prize is not claimed within the specified time, the Promoter may, at its discretion, withdraw the prize or award the prize to the next best valid entry or entries.
14. Prizes are not transferable or redeemable for cash. The prizes or any element of the prizes cannot be exchanged for any other prize/s. The contents of the prizes will be at the Promoter's sole discretion.
15. If the prize includes vouchers or tickets, the prize is valid until the expiry date specified on the voucher or ticket (or its provider), and subject to the conditions stipulated by the provider. Such prizes cannot be redeemed for further vouchers or tickets, and are not exchangeable for cash.
16. If a prize involves the winner or winning entry participating in an event, if any part of the event is postponed, cancelled or varied for any reason, then at the Promoter's discretion, the winner forfeits all rights to participate in the relevant event and no cash or alternative prize will be substituted for that element of the prize.
17. Any expense, including taxes, spare parts, maintenance or delivery costs, associated with accepting, taking or using a prize, will be the prize winner's sole responsibility.
18. The Promoter makes no warranties or representations about the fitness for purpose or suitability of any prize and will not accept responsibility for the quality or fitness for any purpose of any prize, or the failure of any prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded by the Promoter, the liability of the Promoter is limited to re-supplying the relevant goods or services or paying the cost of replacing them.

19. No responsibility will be taken by the Promoter for any changes in dates, times or cancellations or other arrangements that may prevent a winner from accepting, taking or using a prize.
20. The Promoter may, in its absolute discretion, disqualify:
 - a) any entry which is not original, is not completed in accordance with these Terms, infringes the intellectual property rights of any third party, contains any objectionable or poor quality content, or has the potential to damage the reputation of any person; or
 - b) any individual who tampers with the entry process, submits an entry that is not in accordance with the Terms, or who has in the opinion of the Promoter, engaged in unlawful or improper conduct that is designed to, or is likely to, adversely affect the fair and proper conduct of the Competition or is generally damaging to the goodwill or reputation of the Promoter.
21. The Promoter reserves the right, in its absolute discretion, at any time before the awarding of the prizes to cancel or vary a competition, or cancel, vary or withdraw its prizes. If the Promoter cancels or varies a competition, or cancels, varies or withdraws its prizes, is not:
 - a) liable to any person for any costs, loss or damage whatsoever arising out of, or in connection with, such cancellation, variation or withdrawal; or
 - b) required to conduct the Competition at any other time.
22. The Promoter accepts no responsibility for late, lost, incorrectly submitted or misdirected entries, for any technological malfunction or failure, Internet traffic congestion, or for outdated or incorrect contact details by which the entrant cannot be contacted during business hours on relevant dates.
23. Entrants enter the Competition at their sole risk. With the exception of liability which cannot be excluded by law, the Promoter is not be liable for, and an entrant releases the Promoter from, liabilities relating to any direct or indirect loss or damage which is suffered, or for personal injury or sickness suffered or sustained, as a result of entering the Competition, failing to win, winning, accepting or using a prize.
24. Any information or material provided by entrants to the Promoter when entering the Competition will be used by the Promoter for the purpose of promoting the purpose of the Competition, conducting the Competition, administering the prizes and as otherwise specified in these Terms. The Promoter may use any personal information in accordance with its privacy policy available at its website www.fairmontresort.com.au. Entrants may access and correct their personal information held by the Promoter, upon request to the Promoter.