

Terms & Conditions for 'Win a Weekend at Scape Living' ("Terms and Conditions")

Promotion	Win a Weekend at Scape Living
Promoter	Scape Australia Management Pty Ltd ACN 603 368 609 310 of Level 14, 275 George Street, Sydney NSW 2000 for and on behalf of the relevant operators of the Properties
Promotion Period	<p>Start Date: 9:00am on 18 Oct – 22 Oct 2022</p> <p>End Date: The earlier of (a) 22 October 2022 and (b) the running out of availability for the Offering</p>
Properties	<ul style="list-style-type: none"> • Scape Living at Franklin – 99 Franklin Street, Melbourne VIC 3000 • Scape Living at Aurora - 236 La Trobe St, Melbourne VIC 3000 • Hotel Hacienda - 179 Cleveland St, Redfern NSW 2016 <p>each a "Property".</p>
Eligible Applicants	<ul style="list-style-type: none"> • Entry into the Promotion is open to any individual who is 18 years of age or over and: <ul style="list-style-type: none"> ○ is an Australian citizen or resident who is living within Australia at the time of entry into the Promotion; or ○ holds a student visa issued by the Australian Government which is valid as at the date of entry into the Promotion, for the duration of the Promotion, and for the period during which they occupy a room and/or bed at any one of the Properties. • Applicants and their Nominated Participant must also each meet the following requirements in order to enter and participate in the Promotion: <ul style="list-style-type: none"> ○ applicants and Nominated Participants must not have stayed at any Property previously; ○ applicants and Nominated Participants must have a valid and current student card with an Australian university or similar tertiary education facility. The student card must be and remain valid for the period during which the applicant and Nominated Participant occupies a room and/or bed at the relevant Property; and ○ applicants and Nominated Participants must redeem the Offering between the period commencing 31 December 2022 and expiring 26 February 2023 (subject to the Promoter's discretion) ("Redeeming Period"). • Excluded Persons are not eligible to participate in this Promotion and do not fall within the definition of "Eligible Applicant". "Excluded Persons" means any person (including applicants and Nominated Persons) who: <ul style="list-style-type: none"> ○ is currently occupying, been referred to, or has made a booking or entered into an agreement to occupy, a room and/or bed at any property owned and/or managed by the Promoter, its related bodies corporate, affiliates or third party partners; ○ has previously been excluded from promotions conducted by the Promoter, its related bodies corporate, affiliates or third party partners; ○ is unable to redeem the Offering during the Redeeming Period; and/or ○ is under 18 years of age. • The Promoter reserves the right to refuse to allow the person to take part in the Promotion or receive any or all aspects of the Offering.
How to apply	<p>Eligible Applicants who directly (and not by way of any third-party) complete the following steps during the Promotion Period (each, an "Eligible Applicant") will be entered into the selection process for the Promotion:</p> <ul style="list-style-type: none"> • scan the Promoter's 'QR code' at any one of the Promoter's activation stand at the AIEC 2022 where the 'QR code' is present; • fill in all required areas in the web form made available by way of the 'QR code' as per the above step; and • provide a maximum 25-word submission outlining reasons as to why that individual should be awarded a weekend stay at the Scape Living property. <p>("Application").</p>
Successful Applicants	<p>Each Eligible Applicant who complies with these Terms and Conditions and submits a valid Application will be considered and assessed internally by the Promoter. Based on the creativity and originality of each Eligible Applicant's Application, the Promoter will select (at its discretion) a Successful Applicant to award the Offering to.</p> <p>Once selected, the Successful Applicant will be required to:</p> <ul style="list-style-type: none"> • nominate a Property that the Successful Applicant would like to redeem the Offering at ("Nominated Property") and a preferred bed/room type at that Nominated Property; and • enter into an occupancy agreement with respect to a bed and/or room at the Successful Applicant's relevant Nominated Property (subject always to availability and otherwise as elected by the Promoter). The occupancy agreement must have a check-in and check-out date which occurs during the Redeeming Period. A Successful Applicant who does not enter into such an occupancy agreement will be deemed ineligible to receive the Offering and will be automatically withdrawn from the Promotion.
Offering	<p>1x Successful Applicant will receive a weekend for no rental fee at the Nominated Property (subject always to availability) with a singular guest of their choosing (which guest must be at least 18 years of age) ("Nominated Participant").</p> <p>The weekend will comprise of a 2 consecutive-night period, with a check-in date on a Friday and a check-out date on a Sunday, during the Redeeming Period.</p>
Value of the Offering	Between \$100 to \$350 per night, depending on the Nominated Property selected.
Conditions of Offering	<ul style="list-style-type: none"> • The Offering is not valid in conjunction with other promotions and is not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion) and is exclusively for the purpose outlined in the 'offering'. • The Successful Applicant is responsible for all associated costs with the Offering, including where applicable, travel, visas and any other ancillary costs. • The Promoter cannot be held responsible for (and the Successful Applicant and Nominated Participants release the Promoter from) any costs, loss, liability, expenses or damage suffered or incurred by any Successful Applicant and/or Nominated Participant in connection with any transport company, group, body or entity cancelling or rescheduling any transport options to or from the relevant Property. • Any Application which is incomplete, inaccurate, erroneous, inappropriate, offensive or incomprehensible or which infringes intellectual property rights will be deemed invalid and automatically withdrawn from the Promotion. • Any values noted in these Terms and Conditions are GST exclusive, are in Australian dollars and are correct at the time of printing. • If any part of the Offering is not available for any reason, the Promoter reserves the right to substitute that part of the Offering for something similar in value.

	<ul style="list-style-type: none"> • The Promoter may require further information before applying the Offering and may make reasonable efforts to get in touch with the Successful Applicant using the contact details provided. The Promoter will take no responsibility for incorrect or illegible details written or provided on any application forms which results in the Promoter being unable to contact the Successful Applicant to confirm the Offering. • Except as specifically provided for in these Terms and Conditions, all other terms and conditions of the relevant occupancy agreement and ancillary documents continue to apply and are not varied by these Terms and Conditions. • The allocation of the Offering is subject to availability of rooms and/or beds (including, without limitation, during or after the Promotion Period). The Promoter cannot guarantee availability of rooms and/or beds at any Property. • The Promoter reserves the right, without notice, to withhold or grant an Offering (or any part thereof) to any Successful Applicant and/or Nominated Participant at any time. • If for any reason a Successful Applicant's occupancy agreement relating to a Property is terminated or ended prior to the expiry date of that occupancy agreement, the relevant Successful Applicant acknowledges and agrees that they and the Nominated Participant forfeit the right to receive any remaining portion of the Offering.
Notification Date	The Promoter will use reasonable endeavours to notify the Successful Applicant about the outcome of the Offering by 5.01pm AEST on 7 November 2022.

General

1. Definition and acknowledgement

- In these Terms and Conditions, "you" refers to any person entering the Promotion.
- You acknowledge and agree that you have read these Terms and Conditions and that by entering the Promotion you are deemed to have accepted these Terms and Conditions.

2. Taxes

Any taxes, duties or levies which may be payable due to the Successful Applicant receiving the Offering are the sole responsibility of the Successful Applicant. The Promoter encourages each Successful Applicant to seek independent financial and tax advice.

3. Exclusion of Liability

- Whilst the Promoter will use all reasonable endeavours to arrange the distribution of the Offering, by entering this Promotion, you acknowledge that circumstances beyond the control of the Promoter may prevent the distribution of the Offering.
- To the extent permitted by law, the Promoter is not liable for any loss, including (but not limited to) direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission (deliberate or negligent) by the Promoter or their servants or agents in connection with the Promotion or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to you.
- Nothing in these Terms and Conditions affect, nor is intended to affect, any rights you might have that are not able to be excluded under applicable Australian consumer protection laws.

4. Use of Personal Information

The Promoter will collect, hold, use and disclose your personal information in accordance with the Promoter's privacy policies located on the following websites: <https://www.scape.com.au/privacy-policy/>. By entering the Promotion, you acknowledge that you have read, understood and accepted these privacy policies and consent to the Promoter collecting your sensitive information (if applicable) in accordance with these privacy policies.

5. General

- The Promoter, its employees, officers, agents, parent companies, related bodies corporate, investors, business partners and subsidiaries are not responsible for and shall not be liable for:
 - any condition caused by events beyond the control of the Promoter that may cause the Promotion or Offering to be disrupted or corrupted;
 - any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by or contributed to the Offering or resulting from acceptance, possession, use, misuse, withdrawing, or withholding of the Offering, or from participation in the Promotion; or
 - any printing or typographical errors in any materials associated with the Promotion or the Offering.
- The Promoter reserves the right to, at any time:
 - make any enquiries for the purpose of assessing the honesty and integrity of the relevant Eligible Applicant or Successful Applicant;
 - in its sole and unfettered discretion, disqualify an Eligible Applicant or Successful Applicant;
 - cancel or suspend the Promotion if the security, fairness, integrity, or proper operation of the Promotion or Offering is compromised in any way, including by unauthorised human intervention or any other causes beyond the reasonable control of the Promoter;
 - disqualify any Eligible Applicant or Successful Applicant who engages in offensive, illegal or objectionable conduct in respect of the Promotion or any of the Properties;
 - disqualify any Eligible Applicant or Successful Applicant who tampers with the application process, or who submits an application that is not in accordance with these Terms and Conditions;
 - cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so; and/or
 - request an Eligible Applicant or Successful Applicant to provide proof of age or identity, residency at the relevant Property, or enrolment and participation in an Australian university (or similar tertiary education facility) course or Promotion that satisfies these Terms and Conditions.

- (c) To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter will make an internal decision regarding such situation. Subject to any regulator or authority direction to the contrary, the decision of the internal review will be final and binding.
- (d) In the event that an Eligible Participation or Successful Applicant is identified as being in breach of these Terms and Conditions, the Promoter reserves the right to refuse to allow the Eligible Participation or Successful Applicant to take part in, or receive, any or all aspects of the Offering.
- (e) The Promoter reserves the right to cancel or amend the Promotion, the Offering and/or these Terms and Conditions without prior notice. Any such changes will be notified to participants as soon as reasonably possible by the Promoter.
- (f) These Terms and Conditions are governed by the laws of New South Wales, Australia. By entering this Promotion, you submit to the exclusive jurisdiction of the courts of New South Wales, Australia.