

## **“WIN A TRIP TO ASPEN SNOWMASS 2020” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize 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 aged 18 years or over who are available to travel to Aspen, Colorado, USA between 01/02/2020 and 31/03/2020.
3. Employees (and their immediate families) of the Promoter and agencies 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 1<sup>st</sup> cousin.
4. Promotion commences on 07/06/2019 and ends at 11:59pm AEST on 06/10/2019 (“**Promotional Period**”).
5. To enter, individuals must visit [www.travelplan.com.au](http://www.travelplan.com.au), follow the prompts to the promotion entry page, input the requested details (including their full name, postcode, telephone number, and a valid email address), and submit the fully completed entry form so it is received during the Promotional Period.
6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one (1) entry permitted per person.
8. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
9. 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.
10. The draw will take place at the Promoter’s office on 08/10/2019 at 3:00pm AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
11. The winner will be notified by telephone and in writing by email within (2) business days of the draw and their name will be published online on [www.travelplan.com.au](http://www.travelplan.com.au) on 11/10/2019.
12. The Promoter’s decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win a trip for two (2) people to Aspen, Colorado, USA, valued at up to AU\$8,900, depending on date and point of departure. The prize includes:
  - return economy airfares for two (2) people on United Airlines or United Express, departing from Sydney or Melbourne, Australia to Aspen, Colorado, USA;
  - return transfers for two (2) people from the Aspen airport to the accommodation;

- seven (7) nights twin-share accommodation for two (2) people in a Deluxe Room at The Limelight Hotel Aspen or The Limelight Hotel Snowmass (blackout dates apply); and
- six (6) day Aspen Snowmass 'All Mountain' lift passes for two (2) people.

Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.

14. Prize must be taken between 01/02/2020 and 31/03/2020, on an exact date determined by the Promoter in agreement with the winner, subject to booking availability. In the event that agreement cannot be reached, the Promoter reserves the right to determine the exact travel dates. Travel dates must be confirmed and booked by the winner no later than 08/11/2019.
15. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and his/her companion must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
16. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.
17. The winner and his/her companion acknowledge that skiing/snowboarding and use of mountain ski lifts ("**Activity**") is a dangerous activity that may result in injury or death, and participate at their own risk. The winner and his/her companion must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner or his/her companion from participating in the Activity if, at any time, they reasonably believe that the winner or his/her companion poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
18. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If the prize (or part of the 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, subject to any written directions from a regulatory authority.
20. Total prize pool value is up to AU\$8,900.
21. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.

22. A draw for the prize, if unclaimed, may take place on 15/10/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and in writing by email within (2) business days of the draw and their name will be published online on [www.travelplan.com.au](http://www.travelplan.com.au) on 22/10/2019.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. 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.
27. 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 tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in the prize or an Activity.
28. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

30. The Promoter is Travelplan Australia Pty Ltd (ABN 96 001 024 344) of 118 Edinburgh Road, Castlecrag, NSW 2068, telephone 1300 754 754.

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