

## **Win A Four Night Hawaii Escape Terms and Conditions of Entry**

### **General**

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

### **Who can enter**

3. Subject to the clauses below, entry is open to all residents of Australia over the age of 18, as of the date of entry.
4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. 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.
5. Entrants must hold or are able to obtain a valid passport and be able to enter The United States of America.
6. Entrants must hold or are able to obtain before the travel period a valid visa granting them access to The United States of America.
7. The Promoter is M.A FISTONICH & T RICHENS Trading as Gay Nation (Australia) (ABN 13 236 821 808) (the '**Promoter**'). The Promoter's address is 2/545 Pacific Highway, St Leonards, NSW, 2065.

### **How to enter**

8. To enter Eligible Entrants must, during the Promotional Period (defined below):
  - 8.1. The Entrant must enter via URL: [gaynation.co/win-a-four-night-hawaii-escape](http://gaynation.co/win-a-four-night-hawaii-escape). The Entrant will need to enter their first and last name as well as their email address, gender, State of residence, and phone number.
  - 8.2. The entrant must agree to have read the Terms & Conditions of entry, and agree to join the Gay Nation, Hawaiian Airlines and Queen Kapiolani Hotel databases to receive electronic communication.
  - 8.3. When submitting an entry into this competition entrants must consent to receive promotional and other marketing messages from the Promoter and promotion partners (including messages sent electronically for an unlimited period of time), by indicating "Opt-in" on the entry form. Entrants will be able to opt-out at any time by following the instructions included in each message sent. Partner companies are Gay Nation, Hawaiian Airlines and Queen Kapiolani Hotel.
  - 8.4. To complete their entry, the Entrant will need to click "submit".
9. One entry is permitted per person.

10. Entries must provide all requested details to be eligible to win. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

#### **Open, Close, Draw and Publish dates**

11. The competition commences on **05/11/2018** at **12:01 AM** and closes **02/12/2018** at **11:59PM** ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter (AESDT). If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
12. The winners will be the first valid entries drawn at Promoter's Premises at 2/545 Pacific Highway St Leonards NSW 2065 on **05/12/2018** at **11:00 AM**. The Promoter will ensure that all entries have an equal chance of winning a prize and the winner of the prize will be randomly selected. The random selection will be barrel drawn and skill plays no part in determining the winner of this promotion.
13. The winners will be notified by email within two business days of the draw. Their names will also be published on **10/12/2018** on the Gay Nation website: [gaynation.co/win-a-four-night-hawaii-escape](http://gaynation.co/win-a-four-night-hawaii-escape) for 12 days.
14. Prizes (or in the case of vouchers, prize confirmations) will be sent within 7 days of the draw.
15. The Promoter may conduct such further draws on **09/01/2019** (at 11:00am at Promoter's Premises at 2/545 Pacific Highway St Leonards NSW 2065) as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days on Gay Nation website [gaynation.co/win-a-four-night-hawaii-escape](http://gaynation.co/win-a-four-night-hawaii-escape) for 12 days.

#### **Prize on offer**

16. The total prize pool is valued at up to \$3,735 AUD. (Including GST), as at 18/10/2018.
17. There is one competition winner for this promotion. The prize on offer is:
  - 160,000 HawaiianMiles which equates to two Economy Class return airfares flying Hawaiian Airlines from Sydney or Brisbane to Honolulu, Hawaii valued at \$2,135 AUD. See airfare terms and conditions. The winner will be required to open an HawaiianMiles account (free) and call Hawaiian Airlines Reservations by December 19, 2018 to deposit the points into their account. Taxes to be paid by the winner (approximately \$200 AUD pp). Points will expire 18 months after deposit date. Blackout dates apply and the seats based on space availability and at the discretion of Hawaiian Airlines.
  - 1 x 4 night stay in a Diamond Head View room at Queen Kapiolani Hotel, Honolulu, Hawaii valued at \$1,600 AUD. Accommodation must be booked before November 1, 2019 and travel must take place before November 1, 2019. For accommodation, block out dates are December 20, 2018-January 2, 2019. Accommodation voucher expires November 1, 2019. Hospitality/resort fee and incidentals are payable by the winner.
18. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation,

optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Holidays are subject to flight and booking availabilities.

19. By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
20. Travel arrangements to and from the winner's home and Brisbane or Sydney airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companion/s. The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer points cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Winners must provide all suppliers with a minimum of 21 days advance notice of intention to travel. Embargo restrictions apply during certain periods.
21. Hotel accommodation is not available 20/12/18 to 02/01/19. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions). Hospitality/resort fee and incidentals are payable by the winner.
22. Flight terms and conditions: Air travel is awarded on Hawaiian Airlines in the form of 160,000 Hawaiian Miles which is equivalent to two (2) return coach class tickets from Sydney or Brisbane, Australia to Honolulu, Hawaii. Winner is solely responsible for transportation between their home and Sydney or Brisbane. Travel is dependent on seat availability. Tickets cannot be sold, bartered or exchanged and have no cash value. In the event that the traveller chooses to make changes to the tickets after the ticket has been confirmed, change fees will apply. The winner will be required to open an HawaiianMiles account (free) and call Hawaiian Airlines Reservations by December 19, 2018 to deposit the points into their account. Taxes to be paid by the winner (approximately \$200 AUD pp). Points will expire 18 months after deposit date. Blackout dates apply and the seats based on space availability and at the discretion of Hawaiian Airlines.  
Each ticket is allowed two (2) pieces of checked-in baggage, not weighing more than 32 kgs each. Additional baggage charges may also apply such as number of bags, excess baggage, overweight baggage, etc. Tickets originating on another carrier are subject to any and all of that air carrier's baggage fees and rules. Other fare and ticketing restrictions apply. Tickets will not be extended past their date of expiration. No denied boarding compensation will be offered to the holders of these tickets.
23. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
24. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including

local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at [www.smartraveller.gov.au](http://www.smartraveller.gov.au). Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available. Travel insurance is not included in the prize but is highly recommended.

#### **Further Terms and Conditions**

25. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have 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 prize awarded. 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. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
26. Any entrant found to be entering incorrect contact 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 prize awarded. 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.
27. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
28. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age 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 prize in whole and no substitute will be offered.
29. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
30. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their

associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

#### **Privacy Collection statement**

31. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter and partner companies (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent.
32. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at [gaynation.co/privacy-policy/](http://gaynation.co/privacy-policy/) You may request access or to update your personal information or lodge a complaint by writing to The Promoter.

#### **Copyright, Statutory guarantees, Waiver and liability**

33. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
34. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
35. 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 affect 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. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
36. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
37. Except for any liability that cannot by law be excluded, 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) use of a prize. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

**Competition permits**

38. Authorised under: NSW Permit No. LTPS/18/29147. ACT Permit No. TP 18/02081