

Pack for Paradise, 2025

Terms and Conditions of Entry

Promotor: Elements of Byron

Permit number: NTP/12275

Information on how to enter and prize details form part of these Terms and Conditions. Any entry not complying with these Terms and Conditions is invalid.

Entry is open to residents of Australia aged 18 years or older.

Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with this promotion, the participating outlets and their immediate families are ineligible to enter.

"Associated companies" includes without limitation, the agents and contractors of the Promoter that are involved in: (a) the promotion or development of the promotion; and (b) the manufacturer or distribution of the Promoter's products ("Eligible Entrants"). By entering the promotion individuals represent that they are eligible to enter the promotion based on these Terms and Conditions.

The promotion commences at 12.01am AEST on 04/03/25 and closes at 11.59pm AEST on 02/04/25 ("Promotion Period").

To enter, Eligible Entrants must, enter only during the Promotion Period and:

- 1) Follow @elementsofbyron and tag 3 friends
- 2) Fully complete and submit their entry online by providing –
 - their first name, surname, email address, and confirmation that they are aged 18 years or over ("Personal Information");

A limit of 1 entry may be submitted per applicant.

Entrants can only enter the promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.

Any costs associated with the trip outside of the listed benefits are at the own expense of the entrant's and it is their sole responsibility when spending money outside of the listed promotion/prize.

Eligible Entrants must submit their entries manually using an internet browser.

If an Eligible Entrant submits an entry via the Promotion Entry Site:

- (a) which complies with these Terms and Conditions, they will receive an on-screen notification confirming that their entry has been successfully submitted; or
- (b) which does not comply with these Terms and Conditions, they will receive an on-screen

notification that their entry has not been successfully submitted, whichever is applicable in the circumstances.

The Promoter reserves the right to verify the validity of entries including, but not limited to, requiring a consumer to provide Proof of the completion of the entry form.

If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry(s) submitted by the entrant will be deemed invalid.

PRIZE DRAW

The electronic prize draw will be conducted at the premises of Elements of Byron at 12 noon AEST on Friday 04/04/2024 ("Prize Draws").

The winner will be notified by phone and email and their name will be mentioned in an email newsletter sent by Elements of Byron within 7 days of the winner's name being drawn.

If the Prize remains unclaimed at 11.00am AEST on Friday 11/04/24 AEST, a re-draw will be conducted at 12 noon AEST on 11/04/24 at the Draw Location from all remaining eligible entries received in the promotion, subject to any directions given by relevant lotteries or gaming authorities ("Re-Draw").

The Re-Draw winner (if any) will be notified by phone and email and an email newsletter sent by Elements of Byron within 7 days of the winner's name being drawn.

The Prize includes:

A 30-night stay in a 'Superior 2 Bedroom Villa' for up to 4 guests in total. The 30 nights of accommodation can be separated into a maximum of four separate stays, allowing for different guests on each booking. The prize will be issued as a voucher.

A \$4,000 resort credit to be used at the resort's food and beverage outlets including Azure Bar and Grill, Breeze Poolside Bar & Eats, Summer Salt Bar, and Room Service.

A \$1,000 resort credit to be used at Osprey Spa on treatments and/or retail product.

A \$1,000 Spell gift voucher

\$1,000 Wandering Folk gift voucher

A \$1,000 Habitat Byron Bay gift voucher

A \$190 voucher towards an experience from Let's Go Surfing, Zephyr Horses, Out of the Blue or Byron Bay Ballooning

A \$1000 Vanessa Megan Skincare voucher

Conditions of prize redemption:

Transport to or from Elements of Byron is not included in the competition prize.

Any additional fees incurred during your stay are not included in the competition prize and will need to be paid upon checking out.

Booking dates are subject to availability at the time of enquiry.

Reservations must be booked by calling Elements of Byron on 02 6639 1565 and quoting the issued voucher number.

The Prize redeemable period is 01/07/2025 - 31/08/2026 (strictly no extensions, regardless of circumstance). Blackout dates include: 19/12/2025-31/01/2026 and 03/04/2026-30/04/2026.

Total Prize Value – AUD \$48490 RRP

Prize participants must be aged 18 years or older.

The prize must be taken as stated. The Prize cannot be exchanged for other travel, or accommodation at other destinations. All components of a Prize must be taken together as up to four trips to be booked by the Promoter. Once a Prize is booked, no changes can be made.

Prize participants must hold a valid credit card and present it on check in at the accommodation establishment/s, to cover any incidental resort charges (including, unless otherwise stated in these Terms and Conditions, but not limited to, meals, spending money, incidentals, mini-bar, laundry, room service, spa treatments and all other ancillary costs).

The Prize does not (except as expressly stated) include:

- (a) any other travel or accommodation;
- (b) any incidental accommodation charges (such as spa treatments or other paid experiences);
- (d) any insurance (such as travel or health cover), however the Promoter requires the Prize participants cover themselves with travel insurance valid for interstate travel (if applicable). Receipt of insurance must be supplied to the Promoter prior to travel. Should a Prize winner fail to take out travel insurance, the Promoter will require them to sign a waiver prior to travel;
- (e) any other spending money or ancillary costs which may be incurred by those travelling. Participation in a Prize is subject to such other terms and conditions as may be imposed by those involved in providing other goods or services included in the Prize (“Third Party Terms”).

As a condition of accepting a Prize, the winner must sign any legal documentation as and, in the form, required by the Promoter and/or Prize providers in their absolute discretion, including but not limited to a legal release and indemnity form.

Prize participants are responsible for compliance with all applicable Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in their Prize. The Promoter assumes no liability (and will provide no compensation) to a Prize winner and/or nominated companion who, as a result of any failure to comply with any Third Party Terms:

- (a) is unable to participate in a Prize (or any part of it); or
- (b) suffers any other loss or damage.

In the event that for any reason the Prize 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 Prize winner and/or nominated companion and compensation will not be supplied in lieu of that element of the Prize.

The Prizes cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a Prize is obtained through any of these methods, it will not be honoured.

Total prize pool is valued at up to AUD \$484900 RRP (including GST).

Each Prize must be taken as stated and may not be varied. Prizes are not transferable or exchangeable and cannot be taken as cash.

If for whatever reason the specified Prize, or component of the Prize, is unavailable the

Promoter reserves the right to award a prize/prize component of equal or greater value subject to the directions by relevant lotteries or gaming authorities.

All costs associated or arising in connection with a Prize are the responsibility of the respective Prize winner.

Prize value is correct at time of publication. The Promoter accepts no responsibility for any variation in the value of a Prize. No responsibility is accepted for any tax obligations which may arise for a Prize winner. The Promoter recommends that independent financial advice be sought.

LEGAL

The Promoter, the Promoter's related entities and all agencies associated with the promotion are not liable for any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained during the course of accepting or participating in a Prize, except for any liability which cannot be excluded by law. To the extent permitted by law, liability is limited to the cost of replacing a Prize/benefit won.

If more than one person attempts to claim a Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.

Each entry becomes the property of the Promoter. The Promoter collects personal information to conduct the Promotion and may disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required to regulatory authorities. Entry in the Promotion is conditional on providing this personal information. In addition to any use that may be outlined in the Promoter's Privacy policy, the Promoter may also use, for an indefinite period, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you.

All details, including Personal Information, will be held in accordance with Elements of Byron which can be accessed by visiting www.elementsofbyron.com.au.

The Privacy Policy contains information on:

- how entrants may access their personal information that is held by the Promoter and seek correction of such information; and
- how entrants may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds the Promoter, and how the Promoter will deal with such a complaint

If an entrant has any questions regarding their privacy or should their Personal Information change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. Entrants should use the online contact form or other contact details available at elementsofbyron.com.au

The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this promotion and as required, to Australian regulatory authorities. The Promoter reserves the right to disqualify entries that do not meet these Terms and Conditions and/or any person who tampers or attempts to tamper with the entry process, including but not limited to the utilisation of techniques designed for making multiple entries, or for submitting an entry that is otherwise not in accordance with these Terms and Conditions. By providing your entry you consent to the Promoter using your personal information to determine whether any tampering or attempted tampering with the entry process has occurred.

A claim for the Prize by a participant will be subject to security and verification checks. The Promoter is not responsible for any technical problems or other malfunctions which may occur in relation to internet, network or network congestion, including problems with the transmission of entries or injury or damage to a participant or their computer related to entry in this promotion. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or occurring during transmission.

The Promoter does not accept responsibility for late, lost or misdirected entries or entries not received by the Promoter.

The Promoter's decision is final and no correspondence will be entered into.

By entering the promotion, Prize winners agree to the use of their name, image and photograph/s for publicity and promotional purposes, without compensation, and agree that the Promoter will own copyright in any such images and photograph/s and in all material incorporating the photograph/s.

If for any reason this promotion is not capable of running as planned, whether caused by infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the promotion, the Promoter reserves the right in its sole discretion, (subject to any written

direction given by the relevant regulatory authorities), to cancel, terminate, modify or suspend the Promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process.

Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this Promotion. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times. The Promoter is Elements of Byron ABN 39168713237, Bayshore Drive Byron Bay NSW 2481 ("Promoter").

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