

Terms & Conditions

Win a Heineken Experience in Amsterdam

1. These Terms and Conditions contain information on how to enter the Win a Trip to Amsterdam promotion ("Promotion") and the prizes available. By participating, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
2. The Promoter is Aquis Park, home of the Gold Coast Turf Club & Event Centre, Racecourse Dr Bundall, QLD 4216 ("Promoter").
3. Entry is open to residents of Australia who are 18 years and over ("Eligible Persons"), however the Promotion is limited to Gold Coast Turf Club, Racecourse Drive, Bundall QLD 4216 ("Participating Venue"). The following persons are ineligible to enter:
 - a. directors, management and employees (and their respective Immediate Families) of the Promoter;
 - b. the Promoter's retailers, suppliers, associated companies and agencies who are associated with the Promotion and their directors, management and employees (and their respective Immediate Families).

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 first cousin.

4. The Promotion commences at 9:00 AM EST on 21/02/19 and closes at 12:00 PM EST on 02/05/19, or earlier if online tickets are exhausted on or before 02/05/19 ("Promotional Period").
5. To enter the preliminary draw, an Eligible Person must, during the Promotional Period:
 - a. purchase any ticket or dining package online at www.GCTC.com.au to Heineken Gold Coast Cup, May 4th 2019 (Tickets include General Admission, Canary Bar, Heineken Lawn Party, Skyline or Gallery Restaurants) and be in the draw to win;
6. Limit applies one ticket into the draw per online transaction (buyers details are collected).
7. All entrants must retain, as proof of an Eligible Purchase, their original receipt for the Eligible Purchase. The Promoter may, as a precondition to a winner claiming a prize, require the original receipt to be produced.
 8. On Thursday 02/05/19 at 12.30pm, a preliminary draw will take place and will be made of 15 individuals (depending on final acceptances into the Heineken Gold Coast Cup race on May 4). The Qualifying Entrants will be contacted via phone and email on Thursday 02/05/19 and informed they are in the preliminary draw to win. The draw method will be by random electronic selection. The names of Qualifying Entrants will be posted on the Gold Coast Turf Club Facebook page <https://www.facebook.com/GCTurfClub/> and www.gctc.com.au
9. **The final draw will take place on 04/05/19** at the ("Promoter") or ("Participating Venue"). To enter the final draw, a Qualifying Entrant must:
 - a. Attend the Participating Venue to provide photo identification and be available an hour before the Heineken Gold Coast Cup race. Each Qualifying Entrant will be assigned a horse in the above race mentioned according to the acceptances. They will be informed there can be changes to final field ie. If a

horse is “scratched” from the race, the Qualifying Entrant will no longer be in the running for the major prize draw.

- b. The Qualifying Entrant who is assigned to the winning horse of the Heineken Gold Coast Cup, will be the winner of the Major Prize.

10. There is one (1) Major Prize in total to be won (RRP valued at up to \$7,500).
11. The Major Prize comprises, for the winner and one (1) travel guest aged 18 years or over chosen by the winner (the "Travel Guest"):
 - a. return economy airfares from Brisbane or Gold Coast to Amsterdam Schipol Airport
 - b. 5 nights' four-star twin share accommodation at the Double Tree by Hilton Hotel Amsterdam Centraal Station;
 - c. Heineken VIP Experience
 - d. \$1,000.00 AUD spending money
12. All costs not expressly listed in paragraph 11 above, including but not limited to taxes (excluding GST), fuel, frequent flyer points, passports, visas, vaccinations, meals and beverages (unless specified), in-room charges, transfers (unless specified), travel and other insurance, incidentals, items of a personal nature and any and all other ancillary expenses are the responsibility of the winner and the Travel Guest.
13. Travel is valid until 01/03/2020. Block out periods include from 14/06/19 until 31/07/19 and from 01/12/19 until 14/01/20. All bookings must be made at a minimum of 60 days in advance of requested departure date.
14. The Major Prize is a single event trip for the winner and the Travel Guest, and cannot be separated into separate trips or components. The winner and the Travel Guest must depart from and return to the same departure point, and travel together at all times. The Major Prize does not include transport between the residential address of the winner or the Travel Guest and Brisbane or Gold Coast Airport, either at departure or upon return.
15. It is a condition of accepting the Major Prize that the winner and the Travel Guest arrange at their own expense, internal connecting flights to Brisbane or Gold Coast airport.
16. It is a condition of accepting the Major Prize that the winner and the Travel Guest arrange, at their own expense, valid travel insurance with the highest available coverage for their period of travel. The winner and the Travel Guest may be required to provide evidence of appropriate travel insurance prior to the winner and the Travel Guest availing of, or participating in, any element of the Major Prize. The winner and the Travel Guest are also solely responsible for ensuring that they have any necessary travel documentation.
17. All travel, accommodation and activities are subject to availability at all times. Travel may be dependent on select seat class with airlines or specific room category availability with accommodation partner. The Major Prize must be claimed by the winner making a booking (including providing all valid passport details of the winner and the Travel Guest) via Launch Marketing or their agents, and may be restricted to itineraries, airline carriers, hotels, rooms and any other service providers or prize suppliers chosen by the Promoter in its absolute discretion. The Promoter may refuse any requested changes. The winner and the Travel Guest will be solely responsible for the payment of any change, amendment or cancellation fees incurred as a result of the winner and/or the Travel Guest changing or cancelling a booking. Any unclaimed or unused portions of the Major Prize will be forfeited.

18. The winner and the Travel Guest may be required to provide a credit card imprint at time of accommodation check in, that will be used, for example, to charge for incidentals such as mini bar, optional tours and/or will be used as a bond in case of damage to the property.
19. The winner must immediately provide a copy of these Terms and Conditions to the Travel Guest. By agreeing to participate in the Major Prize, the Travel Guest agrees to be bound by these Terms and Conditions in the same manner, and to the same extent, as the winner.
20. Before the Major Prize is awarded, the winner and the Travel Guest will be required to sign an agreement to release the Promoter (and one or more of the service providers or prize suppliers associated with the Promotion) from, and indemnify the Promoter (and one or more of the service providers or prize suppliers associated with the Promotion) against, any loss, damage or injury arising from the use or participation in the Major Prize, except to the extent any loss, damage or injury is due to the negligence or wilful misconduct of the Promoter.
21. In the event that the Major Prize is unclaimed by the Booking Deadline for any reason whatsoever (including because the winner has forfeited their right to the Major Prize or the winner has not complied with these Terms and Conditions, or otherwise), the Promoter will auction the Major Prize for charity, at the discretion of the Promoter.
22. Redemption, participation in and acceptance of the Major Prize is subject to the terms and conditions of the relevant airlines and hotel, and any other service provider or prize supplier associated with the Promotion. The Promoter and all service providers and prize suppliers associated with the Promotion expressly reserve the right to eject the winner and the Travel Guest for any inappropriate behaviour while participating in any element of the Major Prize.
23. Prizes are not transferable and are not redeemable for cash. No part of the Major Prize can be resold (at a premium or otherwise), advertised or offered for resale on the internet or any other medium. Stated prize values are the recommended retail value (including GST) in Australian dollars, are provided by the supplier and are correct at the time of printing.
24. If the Major Prize, or any component thereof, becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute the Major Prize, or component of the Major Prize, of equal or greater value, subject to any written directions from the various lottery authorities.
25. To the extent permitted by law, the Promoter accepts no responsibility for:
 - a. any late, lost or misdirected entries or other communications; or
 - b. any Internet traffic congestion or problems with, or technical malfunction of, any hardware or software, including but not limited to any damage to the hardware or software of any entrant or other persons related to participation in the Promotion.

The decision of the Promoter is final and binding; no correspondence will be entered into.

26. To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the Promoter's control which affect the proper or reasonably anticipated conduct or administration of the Promotion, or prevent the awarding of the Major Prize in accordance with these Terms and Conditions. If such an event occurs, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.
27. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by

law, the Promoter (including its officers, employees and agents) excludes all liability (including for negligence), for any personal injury or any loss or damage (whether direct, indirect, special or consequential) arising in any way out of the Promotion, including but not limited to where such injury, loss or damage arises 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 Form or prize claim that is lost, altered, damaged or misdirected 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 an entrant, the winner or the Travel Guest; (f) participation in the Promotion or any component of the Major Prize by an entrant, the winner or the Travel Guest; (g) the conduct, act or omission of any service provider or prize supplier associated with the Promotion; or (h) cancellation or postponement of any portion of the Major Prize for any reason beyond the reasonable control of the Promoter.

28. The Promoter reserves the right to request verification of age, identity, residential address and any other information from any entrant, the winner or the Travel Guest relevant to entry into or participation in the Promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the Promotion. Entry Forms are void if stolen, forged, mutilated or tampered with in any way.
29. Entrants will be refused service of alcohol or provision of an alcoholic beverage prize if it would breach any relevant laws, codes or policies, including those of the relevant liquor licensee relating to the responsible service of alcohol. The Promoter supports the responsible service of alcohol.
30. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter. Entrants also consent to the publication of their names in accordance with paragraph 9 above, in the event they are a Qualifying Entrant.
31. Details from entries will be collected and used for the purpose of conducting this Promotion (which may include disclosure to third parties, including local lottery authorities, for the purpose of processing and conducting the Promotion) and for promotional purposes surrounding this Promotion. By entering this Promotion entrants consent to the use of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy policy by contacting the Promoter during office hours.
32. The agreement which comes into force under these Terms and Conditions is governed by, and must be construed in accordance with, the laws in force in Queensland, and the Promoter and any consumer who participates in the Promotion submit to the non-exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of the Promotion.