

Budget Motel Chain – NoVacancy 2021 Promotion
Terms & Conditions

1. General

- 1.1 Information on how to enter and the Prize (as that term is defined below) form part of these terms and conditions of entry ("Terms and Conditions"). By entering this Prohibition promotion ("Promotion") You are deemed to have accepted of these Terms and Conditions. This Promotion is promoted by Hyper Hyper Marketing Pty Ltd, 35/6 Jubilee Ave, Warriewood NSW 2102 (ABN: 160 877 958). Hyper Hyper Marketing will be referred to in these terms and conditions as 'The Promoter.'
- 1.2 Information on how to enter forms part of the terms of entry. Entry into the promotion is deemed acceptance of these conditions of entry.
- 1.3 This Promotion is not valid in conjunction with any other promotion or offer and entry is by internet only.

2. Eligibility

- 2.1 You may not enter this Promotion if you are an employee or officer of, or are an Immediate Family member of an employee or officer of: a) the Promoter; b) its parent companies; or c) its agencies. "Immediate Family" means spouse, parent, child or sibling, whether or not they live in the same household.
- 2.2 You may only enter this competition if You are aged 18 years or over and an Australian Resident on the date on which You submit Your Entry Form (as that term is defined below).

3. Promotional Period

- 3.1 The Promotion commences at 10.00am on 1st June 2021 ('Opening Date') and closes at 4.00pm on 2nd June 2021 ('Closing Date').
- 3.2 Entries received outside the Promotional Period will not be accepted.

4. How to Enter

- 4.1 You must, during the Promotional Period, enter the promotion by:
- 4.2 Completing the entry form located on the microsite located at https://www.hyperhub.com.au/newhub/Campaign/?cp_id=183&dev=Yes ("Entry Form"). You must fill in all mandatory fields in the Entry Form for Your entry to be eligible, including but not limited to:
- 4.3 Your full name, Company, suburb, postcode and email address;
- 4.4 Answering all the questions relating to your business and database systems

- 4.5 Entries will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. The Promoter accepts no liability for late, lost or misdirected entries.
- 4.6 You may not submit multiple entries and each entry must be unique and must individually comply with these Terms and Conditions.
- 4.7 Once an entry is submitted, You acknowledge that the entry must not be withdrawn, altered or deleted (except as and where required by the Promoter).
- 4.8 The Promoter reserves the discretion to review all entries received as part of the Promotion and may, in its sole discretion, deem an entry to be ineligible if the Entry Form or any of its contents are incomplete, indecipherable, or illegible.
- 4.9 You warrant that any information you provide to the Promoter in relation to the Promotion is valid, complete and accurate. You understand that the Promoter may at any time verify any information that you have provided or that relates to your entry into the Promotion. If any information you have provided is found to be fraudulent, invalid, incomplete, inaccurate or not in accordance with these Terms and Conditions you will be disqualified from the Promotion. Errors and omission may be accepted at the discretion of the Promoter.
5. Winner Selection
 - 5.1 All valid entries will be held in the Hyper Hub platform and the winner will be selected at random by a computer generated program at 4.30pm 2nd June 2021.
 - 5.2 There will be one (1) Winner awarded only.
 - 5.3 The Promoter's decision as to each of the Winner of the Promotion will be final and binding on all entrants and no correspondence will be entered into by the Promoter in this regard.
6. Notification of winner
 - 6.1 The Winner will be notified by phone and email by 5.00pm 2nd June 2021.
 - 6.2 The results of the Promotions will be published on the Promotion website and no other publication of results will be made.
 - 6.3 The Promoter will arrange for the Prize to be delivered to the Winner within two weeks of acceptance of the Prize by the Winner. The Prize will be delivered to the Postal address notified by the Winner. It is the responsibility of the Entrant to provide the correct address details and personal information.
7. Prize

- 7.1 The winner is able to select a Budget Motel Chain of their choice in Australia for 2 nights accommodation. Accommodation is valued at less than \$500 based on which property was selected. Valid for 12 months from date of competition draw on 2nd June 2021. Excludes use during: School holidays or peak periods including long weekends or public holidays.
- 7.2 The winner must provide proof of identity before redeeming any Prize and the Promoter may declare a Prize unclaimed if a winner is unable to prove their identity to the reasonable satisfaction of the Promoter.
- 7.3 You agree that the Prize, as described in paragraph 7.1 constitutes the total prize given by the Promoter and that all additional costs are the responsibility of the Winners, including but not limited to: travel costs to and from the destination, travel Insurance and additional accommodation, food or other incidentals.
- 7.4 The Prizes are non-transferable, non-exchangeable and non-redeemable for cash, credit or any other item.
8. Use of information
- 8.1 You are providing information to the Promoter and such information will only be used as stated in these Terms and Conditions. Any Personal Information provided by you to the Promoter will be kept and used in accordance with the Promoter's Privacy Policy.
- 8.2 If you do not wish to remain on the Budget Motel Chain database for future correspondence including emails, or have your information retained by our Agent, please tick here [] to unsubscribe.
- 8.3 The Promoter may disclose and publish the name and any other particulars of the Winners for publicity and promotional purposes and the Winner agrees to the Promoter's to cooperate with and participate in any activities organised by the Promoter in this regard.
9. Disqualification, Suspension and Termination
- 9.1 The Promoter may disqualify any participant who fails to comply with these Terms and Conditions, manipulates the participation process, acts unfairly, dishonestly or unlawfully or who tries to influence the draw by disruption, harassment, annoyance of employees or representatives of the Promoter or other participants. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9.2 The Promoter may also exercise its rights under paragraph 4.6 of these Terms and Conditions.
- 9.3 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to the approval of any relevant regulatory authority.

10. Liability

- 10.1 Except to the extent provided by law, the Promoter (including its 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 offer, including, but not limited to, where arising out of the following: (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 Prize 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 the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Entrant; or (f) any use of the Prize.
- 10.2 Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.