

**Accor Live Limitless Social Ampol State of Origin Game 2:  
Why Your State Rules!  
Facebook Promotion**

**Game of Skill Terms & Conditions**

Information on how to enter the Promotion forms part of these terms and conditions. Entries not made in accordance with these terms and conditions will be disqualified.

This competition is not administered and/or in collaboration with Facebook.

**Section 1: Promotion**

1. Promotion: Entrants must be a current member of the ALL – Accor Live Limitless Loyalty Programme; log on to Facebook; follow <https://www.facebook.com/ALLaccorAU> ; and tell us in twenty-five (25) words or less, 'Why your State (NSW or QLD) rules'. Enter between 1 June 2021 and 3 June 2021 to receive one (1) entry in the Judging (travel to and from the event, and all other costs associated with accepting the prize are not included).
2. The Promoter is AAPC Limited (ABN 87 009 175 820) of Level 30, Angel Place, 123 Pitt Street, Sydney, NSW, 2000. Telephone +61 (2) 9280 9888.
3. Promotion period: The promotion will commence at 10.00am (AEDT) on 1 June 2021 and will close at 3.00pm (AEDT) on 3 June 2021. All times recorded throughout these terms and conditions are in Australian Eastern Standard Time.

**Section 2: Eligibility and Entry to the Promotion**

4. Eligibility: To be eligible to participate in this Promotion, the Eligible Entrant must during the Promotion:
  - a) be above 18 years of age; and
  - b) be a resident of Australia; and
  - c) be a current member of the ALL – Accor Live Limitless Loyalty Programme for the duration of the Promotion; and
  - d) be a follower and/or like the [www.facebook.com/ALLaccorAU](https://www.facebook.com/ALLaccorAU) page ; and
  - e) be able to accept a prize outlined in Section 4 in its entirety if they are a winner; and
  - f) fully agree to the [National Rugby League](#) Terms & Conditions.
5. Non-eligibility: Employees of the Promoter, their immediate families, its agencies and companies associated with this incentive, and those who reside in a country/region where entry into this promotion is prohibited by law, are not eligible to enter.
6. Entrants are not eligible to enter the Promotion or win any prize if they are a director or manager, an employee or immediate family member of an employee of the Promoter, or an employee of their agencies associated with the Promotion, or if they are unable to accept the prize in its entirety, including the prize dates included in condition 8 of these Terms & Conditions.

**Section 3: Judging**

7. Judging: The Promoter will appoint a Panel of Judges to conduct the judging of all eligible entries from 3:00pm (AEDT) on 3 June 2021 at Level 30, Angel Place, 123 Pitt Street, Sydney, NSW, 2000. The Judges will select, in their opinion, the five (5) most creative and apt responses to the promotion question. The entrants who submitted the 5 most creative and apt entries will be the winners of the Prizes.

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

#### Section 4: The Prizes

8. Prize Components & Conditions:

The 5 winners will each win Ampol ***State of Origin Game 2 tickets for 2 People***, consisting of:

- 2 x single Category One tickets (to the same session) on Sunday 27th June 2021 to the Ampol State of Origin held at Suncorp Stadium Brisbane (40 Castlemaine St, Milton QLD 4064)

Prize Winners:	Prize Event Date:	Location:	Ticket Category:	Max. value of each Prize:
1-5	Sunday 27th June 2021	Suncorp Stadium Brisbane	Category One double passes	\$265

9. The total maximum value of the prize pool is \$1,325.

Details on receiving their Prize be given at the time of the winner's acceptance.

10. General Prize Conditions: Each prize is subject to the following conditions:

a) No exchange of Prize: If a winner is unable to accept the prize in its entirety the prize will be forfeited and the entrant judged as the next most creative and apt entry will be the winner. The prizes or any part thereof, must be accepted as awarded and is non-negotiable, non-transferable to another person and non-convertible to cash or credit.

b) Taxes: If a prize or receipt incurs a tax liability, the prize winner is liable for payment of such tax;

c) Prize Validity: The prize is valid only on the date of the scheduled event.

d) The prize does not include accommodation, flights, or other transport to and from Brisbane or to and from the event, or any other element not included in Section 4.8. Transport to and from Brisbane and to and from the event is the sole responsibility of the prize winner and their guest.

e) If any of the prize events are cancelled for reasons outside of the Promoter's control or for reasons related to health and safety, there will be no rescheduling of the event and tickets will become void and will not be exchanged for any other prize.

All winners take part in the prize at their own risk and to the fullest extent allowed by law; the Promoter accepts no liability with regard to such prizes whatsoever. The Promoter will have no liability in relation to the conduct of the winner or their guest, nor in connection with any circumstances outside its control with respect to the prize once delivered to the winner.

All prizes will be provided subject to the terms and conditions of the provider. To the extent permitted by law, neither the Promoter nor its agents will have any liability in relation thereto, and any dispute arising from accepting the prize must be taken up with the provider.

By accepting a prize, each winner and his/her guest agree to adhere to all the venue regulations that apply to their prize. Venue regulations can be requested at the time of prize notification.

## **Section 5: Prize winners**

11. **Contact:** The Promoter will contact the prize winners in writing by messenger to the winner's Facebook account used to enter the Promotion within one (1) business day of the judging to confirm their eligibility under these terms and conditions and to confirm whether they wish to claim their prize.
12. **Claim of Prize:** If a prize-winner wishes to claim their prize, the prize winner must confirm this fact and their eligibility to win under these terms and conditions by 9.00am (AEDT) on 7 June 2021. If a prize-winner fails to do so by the deadline, the prize winner will be deemed to have forfeited their prize.
13. **Rejudging:** Subject to applicable law, in the event that a prize remains unclaimed, the Promoter will conduct a further judging, following the same procedure and format as set out under the Section 3 above. The rejudging will take place at the same location as the original judging at 10.00am (AEDT) on 7 June 2021.
14. **Rejudging Winners:** The prize winners from the rejudging will be notified in writing immediately after the rejudging takes place. In the event that a rejudged prize winner is not eligible or unable to accept the prize, the Promoter will conduct a rejudging until the prize is awarded (subject to any further regulatory directions).
15. **Winner Publicity:** In accepting a prize, the prize winner agrees to participate in any publicity arrangements made by or on the behalf of the Promoter. The prize winner further acknowledges that the Promoter reserves the right to publicise their name, address and photographs without any payment being made to them in respect of this Promotion.

## **Section 7: General Conditions**

16. **Lost, Delayed Communication:** The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
17. **Release:** To the fullest extent permissible by law, each entrant in the Promotion including without limitation the prize winner, releases the Promoter from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in connection with the prize or their participation in the Promotion. The Promoter, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential and economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any prize, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoter excludes liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoter, injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion.
18. If Entry is permitted via a social media platform, the following will apply:
  - a) an entrant's entry must be submitted by the individual entrant;
  - b) entrants must ensure their security settings on their personal account allows the Promoter to contact them in the event that the entrant is a winner;

- c) use of social media platforms is subject to the terms and conditions of use of that social media platform. If entry and continued participation in the Promotion is via Facebook, entrants agree to act in accordance with the Facebook Statement of Rights and Responsibilities, available at <http://www.facebook.com/terms.php>;
- d) Entrants acknowledge that this Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. Any questions, comments or complaints about this Promotion must be directed to the Promoter (not the social media platform). The winner and their guest(s) (if any) are solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other internet users; and
- e) to the extent permitted by law, the winner and their guest(s) agree to release any and all social media platforms (and their associated agencies and companies) used in conjunction with this Promotion, against any and all losses, claims, costs, expenses and damages (of any nature) which may be incurred by the winner and their guest(s) in respect of their participation in the Promotion.

19. An entrant's entry must not be:

- a) late;
- b) delayed;
- c) incomplete;
- d) incomprehensible;
- e) unlawful or capable of violating any law or giving rise to a civil action;
- f) obscene;
- g) defamatory or libellous;
- h) threatening or harassing;
- i) pornographic or contain nudity;
- j) hateful;
- k) offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference;
- l) incite or be capable of encouraging conduct that would be considered a criminal offence;
- m) in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion.

An entrant may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must independently comply with these Terms and Conditions.

The entrant warrants that their entry including the response and any photos, images or videos ("**Entry Material**") is: their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.

Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.

By entering the Promotion, entrants consent to any use of their Entry material by the Promoter which may otherwise infringe an entrant's moral rights in the Entry Material, including (without limitation):

- a) Exercising any of the rights in the Entry Material without identifying the entrant; and
- b) Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).

Each entrant warrants that:

- a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
- b) the Entry Material is not, and its use by the Promoter (or the Relevant Parties) will not be, in breach of any third party intellectual property rights;
- c) they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
  - i. in the event that any of the warranties given by the entrant are false;
  - ii. as a result of any breach of these Terms and Conditions by the entrant; and
- d) they have consent from each person appearing in the Entry Material (or if a person appearing in the Entry Material is under the age of 18, from that person's parent or guardian).

20. Force Majeure: Subject to State legislation the Promoter will not be responsible for any act, omission, failure or delay by the Promoter that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts, which are not reasonably within the control of the Promoter.

21. Disputes: In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.

22. Privacy Notice: During the course of the Promotion, the Promoter may collect personal information in relation to entrants. This may include, but is not limited to, the names, email addresses, telephone numbers and credit card details of the entrants, provided by the entrant on the online enquiry form, registration form or when paying for services provided by the participating Hotel. The entrant's personal information is collected so the Promoter is able to conduct the judging and to contact and award the prize to the prize winner, to publish the results of the Promotion and to publicise the Promotion.

23. Consent to use of Personal Information for Marketing Purposes: Furthermore, by entering this Promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of the information collected by the Promoter, which trades as Accor Asia Pacific and the Accor Group. For details about who we are, how we may use your information and what your rights are under applicable privacy laws, please see our Privacy Policy, which is available from the Promoter at the address provided in Section 1, Clause 2 or online at [www.accorhotels.com/gb/security-certificate/index.shtml](http://www.accorhotels.com/gb/security-certificate/index.shtml). Uses may include future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant, or distribution of marketing materials for goods or services in the tourism, hospitality and services industries from the Accor Group or from companies in the tourism and hospitality industry in which the Promoter holds shares or is otherwise associated. Each prize winner also agrees that the Promoter may share personal information collected with MasterCard for the purposes of fulfilment of the prize.

24. All National Rugby League Event tickets are issued subject to the National Rugby League Conditions of Sale and Entry 2021 which can be found online at:

[https://d35kvm5iuwjt9t.cloudfront.net/pdf/ORIGIN2021\\_Terms&Conditions.pdf](https://d35kvm5iuwjt9t.cloudfront.net/pdf/ORIGIN2021_Terms&Conditions.pdf)

25. Winners: I (the winner) consent to National Rugby League using (my/my child's) personal information and photographing/recording (my/my child's) image while (I am/he or she is) participating in the any activity or event run or organised by National Rugby League which constitutes part of the Prize. I (the winner) agree that any such photographs, electronic images, sound recording or video footage may be used by National Rugby League in resources and reports, or promotional, advertising or marketing materials, without any further notice or payment to (my child or/ myself).