**“POSTCARDS –JACKALOPE HOTEL”**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to VIC residents aged 18 years or over who are able to take the prize within 12 months.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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 1st cousin.
4. Promotion commences at 4pm AEST on 10/09/2017 and ends at midday AEST on 13/09/2017 (“Promotional Period”).
5. To enter, eligible entrants must, during the Promotional Period, visit [www.9now.com.au/postcards](http://www.9now.com.au/postcards), log in to their existing Nine account (or sign up for an account if they do not already have one, by following on screen prompts) follow the prompts to the promotional entry page, input all requested details (including without limitation first name, last name, email address, phone number and mail address) and submit the completed entry form.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of thepromotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Multiple entries permitted, however each entry must be submitted separately and in accordance with these Terms and Conditions.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The draw will take place at Nine Digital Pty Ltd, Level 6, Tower Building, Australia Square, 264-278 George Street, Sydney NSW 2000 at 12:30pm AEST on 13/09/2017.
11. The winner will be notified by telephone and in writing via within two (2) business days of the draw.
12. The Promoter’s decision is final and no correspondence will be entered into.
13. The first valid entrydrawn will win 2 nights midweek stay at the Jackalope Hotel in a Vineyard Room including daily breakfast at Doot Doot Doot.
14. Total prize value is $1,500
15. The prize is for two (2) people and must be redeemed within 12 months from the date of issue.
16. Subject to availability at time of booking. Blackout periods apply, including but not limited to 23rd December – 3rd January.
17. All bookings, once confirmed, are final and no booking changes will be permitted.
18. All guests must be over the age of 18 and may be required to show identification or supply a credit card upon check-in.
19. Subject to the unclaimed prize draw clause, if for any reason the winner does not redeem the prize (or an element of the prize) by the time stipulated by the Promoter above, then the prize (or that element of the prize) will be forfeited.
20. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. As the prize is event based, a draw for the prize, if unclaimed, may take place on 13/12/2017 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner (if any) will be notified by telephone and in writing via email within two (2) business days of the draw.
22. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
23. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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 the prize.
27. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://login.nine.com.au/privacy?client_id=9nowweb>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
28. The Promoter is Nine Network Australia Pty Ltd (ABN 88 008 685 407) of 24 Artarmon Road, Willoughby NSW 2068.