

**CONDITIONS OF ENTRY INTO
'THE BARN SCONE' TRADE PROMOTION**
Promoter Escay Properties Pty Ltd (ABN 19 100 534 156)

Terms & Conditions

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via the internet only.

ELIGIBILITY

2. Entry is open to residents in NSW, VIC, QLD, SA, TAS, ACT, WA, and NT aged 18 and over. Entry into the draw is limited to 1 entry per person.
3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies who are directly associated with the conduct of this promotion are ineligible to enter the trade promotion. 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. Escay Properties Pty Ltd reserves the right to, at any time, disqualify any individual whom it 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 the promotion. 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.

PROMOTIONAL PERIOD

5. The promotion commences at 10:00 am (AEDT) on Tuesday 23/05/23 and closes at 10:00 am (AEDT) on Wednesday 7/06/23. ("**Promotional Period**").
6. The promotion will have its own draw which will take place at Kitchwin Hills , Waverley Road, Scone, NSW, on Thursday 08/06/23 at 12:00 pm (AEDT). All Entries (defined below) received during the Promotional Period will be entered into the draw to determine the prize winners for the Promotion. The winner will be notified via telephone using the submitted mobile phone number, and email, within one (1) business day of the draw taking place. The Draw date and the name and the locality (residing state) of the winners will be published on the Promoter's website (www.thebarnscone.com.au/prize-winners) on Friday 09/06/23 and will remain on the Promotional page for no less than twenty-eight. (28) days.
7. The Promoter's decision is final, and no correspondence will be entered into.

8. The Promoter may draw additional reserve Entries for the Promotion and record them (in order) in case an invalid Entry or ineligible Entrant is drawn or the Entrant is unable to accept or declines to participate in a prize, or the Entrant is unable to be contacted within two (2) business day of the draw. Each Entrant whose Entry is drawn by the Promoter must confirm their eligibility to be awarded the prize and their ability to accept and participate in the prize within two (2) business days of being successfully notified by the Promoter. In the event of an invalid Entry or an ineligible Entrant, or if the Entrant is unable to accept or declines to participate in a prize, the prize will be awarded to the first reserve Entry drawn. If a prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded.

HOW TO ENTER

9. To enter, Entrants must be aged 18 or over at 00:01am on Tuesday 23/05/23
10. Entrants must visit the website www.thebarnscone.com.au, and enter their full contact details into the pop-up on the homepage.
 - a. Required contact details include
 - i. First Name
 - ii. Surname
 - iii. Date of Birth
 - iv. Mobile phone number
 - v. Email Address
 - vi. Residing State
11. Any further costs associated with accessing the competition and ongoing fees relating to the prizes remain the responsibility of the Entrant.
12. Entries into the draw are limited to 1 per person

PRIZES

Major Prize

13. There are three (3) major prizes for this trade promotion, valued at up to \$2,950 each. Three Entrants will each win one (1) major prize.
 - a. Three entrants will be randomly drawn and will win the major prize.
 - b. The major prize comprises of:
 - i. 2 nights accommodation at The Barn Scone for up to 10 people.
14. All components of the major prize must be taken together when offered or are forfeited.

15. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prize(s), are the responsibility of the winner and their companion(s) (if any). Such additional costs may include but are not limited to travel, transportation, meals, beverages, telephone calls, internet connection, telephone or data plan charges, software and/or applications and transport to and from the venue(s).
16. The prize is subject to natural calamities or force majeure, in which case, the Promoter reserves the right to cancel, terminate, modify or suspend the prize as appropriate.
17. The prize is also subject to COVID-19 & other health-related restrictions by the corresponding state governments. The Promoter reserves the right to cancel, terminate, modify or suspend the prize as appropriate.
18. The winner and their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of and participation in the prize is subject to any prevailing terms and conditions of service suppliers, and in particular, behaviour and safety requirements.
19. The Promoter reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value and/or specification, as its absolute sole discretion. The prize is awarded as is, without guarantees to the fullest extent permitted by law. In the event of a cancellation or other irregularity beyond the reasonable control of the Promoter, the prize may be rescheduled to another date, at the absolute sole discretion of the supplier and Promoter.
20. The prize winner's name will be published on The Barn Scone Website at www.thebarnscone.com.au/prize-winners on the dates as listed in clause 6.
21. The prize, or any unused portion of the prize, cannot be transferred or substituted, and cannot be redeemed for a cash equivalent prize, even if in the event of a cancellation of the event due to natural calamities or any other force majeure event.
22. The prize is subject to 'black-out' dates. During black-out dates the prize cannot be redeemed. The prize can only be redeemed during non black out dates.
 - a. Black out dates are as follows :
 - 23 to 28 August 2023
 - 22 to 31 December 2023
 - 1 to 4 January 2024
 - 29 to 2 April 2024
 - 9 to 13 May 2024 or
 - Any other previously booked dates in the accommodation calendar.
23. To claim the prize, the winner must agree the date that the prize will be redeemed with the promoter. The promoter will request dates from the prize

winner when it contacts the prize winner informing them they have won the major prize.

GENERAL

24. Entrants agree that by entering this competition, their information will be added to The Barn Scone's database.

- a. 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 and future promotions (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- b. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
- c. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
- d. 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; (f) participation in the prize; or (g) if the appearance of the special guest or the prize is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter.

- e. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
- f. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook (Meta) Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php as well as all other social media companies statement of Rights and Responsibilities.
- g. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook (Meta) or any other social media company. Entrants understand that they are providing their information to the Promoter and not to Facebook or any other social media company. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or any other social media company. Facebook (Meta) or any other social media company will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- h. The Promoter is Escay Properties Pty Ltd of Kitchwin Hills, Waverley Road, Scone, NSW 2337 (ABN 19 100 534 156).