



## Terms and Conditions

<b>Promoter</b>	Choice Hotels Asia-Pac Pty Ltd (ABN 41 081 959 891, NZ Company Number 916810) of Level 3, 150 Jolimont Road, East Melbourne VIC 3002, Australia and whose principal place of business in New Zealand is Staples Rodway Ltd, 9th Floor, 45 Queen Street, Auckland 1010 New Zealand.
<b>Competition Period</b>	Australia: 12.01am (AEST) on 01/07/2019 to 11.59pm (AEDT) on 31/01/2020. New Zealand: 2.01am (NZST) on 01/07/2019 to 1.59am (NZDT) on 01/02/2020.
<b>Who can enter?</b>	Only Australian and New Zealand residents who are aged 18 years or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
<b>Where will the competition run?</b>	The competition will run in Australia and New Zealand in respect of all Choice Hotels proprietary channels as listed in the Website, App and Phone sections below.
<b>Websites</b>	www.ChoiceHotels.com www.ChoiceHotels.com.au www.ChoiceHotels.co.nz (each a <b>Website</b> )
<b>App</b>	Choice Hotels App, available at <a href="https://app.choicehotels.com.au/">https://app.choicehotels.com.au/</a> . Installation and use of the App is subject to the terms and conditions of the Choice Hotels App, which may change from time to time.
<b>Phone</b>	Choice Hotels contact centre: <ul style="list-style-type: none"> <li>• Australia: 132 400; and</li> <li>• New Zealand: 0800 803 524.</li> </ul>
<b>Choice Hotels</b>	Participating Choice Hotels include: <ul style="list-style-type: none"> <li>• Econo Lodge;</li> <li>• Comfort;</li> <li>• Quality;</li> <li>• Clarion; and</li> <li>• Ascend Hotel Collection.</li> </ul>
<b>Eligible Stay</b>	An Eligible Stay is a stay that is during the Competition Period at a Participating Choice Hotel. Guests must book direct via a Website, the App or via Phone to make an Eligible Stay. An Eligible Stay is any number of consecutive nights at one New Zealand or Australian Participating Choice Hotel, regardless of check-ins or check-outs.
<b>Entry instructions</b>	To enter the major prize draw, you must, during the Competition Period: (a) book (via a Website, App or Phone) and complete an Eligible Stay; or (b) if you are not an existing Choice Privileges member, sign up to become a member via a Website, App, Phone or at the property reception of any Choice Hotels location during a stay, and you will receive one automatic entry into the major prize draw. In addition: (a) if you are a Choice Privileges member at the time of your Eligible Stay, you will receive one automatic bonus entry into the major prize draw;

	<p>and</p> <p>(b) if your Eligible Stay is booked and completed within the same calendar month in either July, August, September, October, November, December 2019 and January 2020, you will get an automatic entry into the minor prize draw for the month in which the Eligible Stay is booked and completed.</p> <p>For the avoidance of doubt:</p> <ul style="list-style-type: none"> <li>• the following will not be eligible for entry into the major or minor draw: <ul style="list-style-type: none"> <li>○ bookings made prior to the Competition Period that relate to a stay during the Competition Period;</li> </ul> </li> <li>• the following will not be eligible for entry into a minor draw: <ul style="list-style-type: none"> <li>○ bookings made in one calendar month and completed in another calendar month, for example, a booking made in July that is then completed in August; and</li> <li>○ bookings made and completed in February 2020;</li> </ul> </li> <li>• an Eligible Stay that is not booked via any of the Websites, the App or Phone as listed above, such as bookings made directly with a Choice Hotel or on a third party website, will not be deemed to be a valid entry; and</li> <li>• where a booking is placed on behalf of another person, the person whose name appears on the reservation confirmation will be considered the entrant and may be eligible for entry into the major or minor prize draw.</li> </ul> <p>In the event that a confirmed reservation is cancelled or the stay is not completed, you will not receive the relevant entry/ies into the competition.</p>																	
<p><b>Number of Entries</b></p>	<table border="1"> <thead> <tr> <th colspan="2"></th> <th style="text-align: center;">Major draw entry</th> </tr> </thead> <tbody> <tr> <td style="width: 50%;">Become a Choice Privileges member (with no Eligible Stay)</td> <td style="width: 50%;"></td> <td rowspan="2" style="text-align: center; vertical-align: middle;">1</td> </tr> <tr> <td>Or Be a Choice Privileges member at the time of your Eligible Stay</td> <td></td> </tr> <tr> <td>Book and complete Eligible Stay</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <th colspan="2"></th> <th style="text-align: center;">Minor draw entry</th> </tr> <tr> <td>Book and complete Eligible Stay during same calendar month (either July, August, September, October, November, December 2019 and January 2020)</td> <td></td> <td style="text-align: center;">1</td> </tr> </tbody> </table>			Major draw entry	Become a Choice Privileges member (with no Eligible Stay)		1	Or Be a Choice Privileges member at the time of your Eligible Stay		Book and complete Eligible Stay		1			Minor draw entry	Book and complete Eligible Stay during same calendar month (either July, August, September, October, November, December 2019 and January 2020)		1
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<p><b>Choice Privileges Rewards Program</b></p>	<p>Membership of the Choice Privileges Rewards Program (<b>Choice Privileges</b>) (and, consequently, participation in some aspects of this competition) is subject to the terms and conditions which apply to Choice Privileges available at <a href="https://www.choicehotels.com/choice-privileges/rules-regulations">https://www.choicehotels.com/choice-privileges/rules-regulations</a>, as amended from time to time.</p> <p>Most stays are eligible to earn Choice Privileges points EXCEPT: rooms booked at rates below \$40 USD per night, certain hotel initiated promotions, reward night stays, complimentary rooms, rooms paid for as part of a convention or meeting, rooms booked through a travel agent or third party online retailer including online travel agencies, wholesale packages, group tours, and stays booked using the employee discount or the friends and family discount.</p>																	
<p><b>How many winners will there be and how will they be chosen?</b></p>	<p>There will be up to 8 winners determined in respect of this competition – 7 minor winners and 1 major winner.</p> <p><b>Minor prize draws</b></p> <p>There will be 7 minor prize draws conducted. The minor prize draws will be held at 2pm (AEST/AEDT, as applicable) (which is 4pm NZST/NZDT, as applicable) as set out below.</p> <table border="1"> <thead> <tr> <th style="text-align: center;">Draw</th> <th style="text-align: center;">Draw date</th> <th style="text-align: center;">Entry Period</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">27/08/2019</td> <td>Between the start of the Competition Period and 11.59pm on 31/07/2019 (AEST) (which is between the start of the</td> </tr> </tbody> </table>	Draw	Draw date	Entry Period	1	27/08/2019	Between the start of the Competition Period and 11.59pm on 31/07/2019 (AEST) (which is between the start of the											
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		Competition Period and 1.59am on 01/08/2019 (NZST)) (inclusive)
2	24/09/2019	Between 12am 01/08/2019 and 11.59pm 31/08/2019 (AEST) (which is between 2am 01/08/2019 and 1.59am 01/09/2019 (NZST)) (inclusive)
3	29/10/2019	Between 12am 01/09/2019 and 11.59pm 30/09/2019 (AEST) (which is between 2am 01/09/2019 and 1.59am 01/10/2019 (NZST)) (inclusive)
4	26/11/2019	Between 12am 01/10/2019 (AEST) and 11.59pm 31/10/2019 (AEDT) (which is between 2am 01/10/2019 (NZST) and 1.59am 01/11/2019 (NZDT)) (inclusive)
5	07/01/2020	Between 12am 01/11/2019 and 30/11/2019 (AEDT) (which is between 2am 01/11/2019 and 1.59am 01/12/2019 (NZDT)) (inclusive)
6	21/01/2020	Between 12am 01/12/2019 and 30/12/2019 (AEDT) (which is between 2am 01/12/2019 and 1.59am 01/01/2020 (NZDT)) (inclusive)
7	10/02/2020	Between 12am 01/01/2020 and 31/01/2020 (AEDT) (which is between 2am 01/01/2020 and 1.59am 01/02/2020 (NZDT)) (inclusive)
<p>Minor prize draws 1 - 4 will be held at Gadens Lawyers, Level 25, 600 Bourke Street, Melbourne VIC 3000.</p> <p>Minor prize draws 5 - 7 will be held at Gadens Lawyers, Level 13, Collins Arch, 447 Collins Street, Melbourne VIC 3000.</p> <p>The first valid entry drawn randomly in each minor prize draw from the entries received during the relevant Entry Period will win a minor prize.</p> <p>Entries received in respect of each minor prize draw will not roll over to subsequent minor prize draws but will be entered into the major draw.</p> <p><b>Major prize draw</b></p> <p>The major prize draw will be held at 2pm (AEDT) (which is 4pm (NZDT)) on 20/02/2020 at Gadens Lawyers, Level 13, Collins Arch, 447 Collins Street, Melbourne VIC 3000.</p> <p>The first valid entry drawn randomly in the major prize draw from the entries received during the Competition Period (including previous minor prize winners) will win the major prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve Entrants</b>).</p>		
<b>What can I win?</b>	<p>There are 8 prizes available – 7 minor prizes and 1 major prize.</p> <p><b>Minor prize</b></p> <p>Each minor prize is valued up to AUD 400/NZD 421. Minor prize winners may choose one of the following prizes:</p> <ul style="list-style-type: none"> <li>• 50,000 Choice Privilege points; or</li> <li>• a 2 night stay at any Australia or New Zealand Choice Hotel, subject to the following conditions; <ul style="list-style-type: none"> <li>○ Valid for Two (2) People – standard room (double or twin share);</li> <li>○ Valid for one (1) nights' accommodation;</li> <li>○ Subject to occupancy levels, seasonality and availability;</li> <li>○ Not available during School Holidays, Public Holidays, Public Holiday Weekends and special events;</li> <li>○ Voucher is for accommodation only.</li> </ul> </li> </ul> <p><b>Major prize</b></p> <p>The major prize is a trip around the world valued at up to AUD 30,000/NZD 31,627 and consists of:</p> <ul style="list-style-type: none"> <li>• around the world economy airfares (including airfare taxes) departing from and returning to your nearest Australian capital city or New Zealand major city (either Auckland, Wellington or Christchurch) (as relevant) up to 20 international locations or cities of your choice (subject to availability and confirmation by the Promoter) for the winner and 1 adult companion;</li> </ul>	

	<ul style="list-style-type: none"> <li>up to 40 nights' accommodation in any Choice Hotel for the winner and their companion (subject to occupancy levels, seasonality and availability);</li> <li>AUD 5,000/NZD 5,271 spending money for the winner.</li> </ul> <p>The major prize must be booked and completed by 31/12/2020.</p> <p>For the avoidance of doubt, accommodation can be booked in multiple Choice Hotel locations, with a minimum stay in each hotel of 2 nights.</p> <p>By accepting or participating in any prize or prize element, the winner's companion accepts these Terms and Conditions.</p>
<b>Total prize pool</b>	<p>The minor prize pool is up to AUD 2,800/NZD 2,950.</p> <p>The major prize pool is up to AUD 30,000/NZD 31,627.</p> <p>The total prize pool is up to AUD 32,800/NZD 34,579.</p>
<b>How and when will the winners be informed?</b>	<p>Winners will be notified:</p> <ul style="list-style-type: none"> <li>by phone; and</li> <li>in writing,</li> </ul> <p>within two days of determination.</p> <p>Winners will have their name and state/territory/region of residence published on the Websites within two business days of the relevant draw, i.e by 29/08/2019, 26/09/2019, 31/10/2019, 28/11/2019, 07/01/2020, 23/01/2020, 12/02/2020 &amp; 24/02/2020 for a period of 28 days.</p>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 5pm (AEST) on 24/05/2020.</p> <p><b>Unclaimed prize determination:</b> 2pm (AEST) 25/05/2020 at the same location as the original major prize draw.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s. Any winner/s will be informed:</p> <ul style="list-style-type: none"> <li>by phone; and</li> <li>in writing</li> </ul> <p>within two days of determination. Winner/s will have their name and state/territory/region of residence published on the Websites by 27/05/2020 for a period of 28 days.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, you and your companion (as relevant) must take part in all publicity, photography and other promotional activity as the Promoter reasonably requires, without any compensation. You/your companion consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners) and for related purposes. Entry into the competition/acceptance of a prize is conditional upon you providing the requested information and by entering this competition and/or accepting a prize you consent to the use of your personal information as described below. The Promoter may disclose personal information to essential service providers who provide services in connection with its products and services. This may include disclosures to organisations outside Australia and New Zealand including in places such as the United States of America. Entrants may request access to their personal information by writing to Privacy Officer, Choice Hotels International, Inc. of 6811 E. Mayo Blvd., Suite 100, Phoenix, Arizona, 85054, USA. For full privacy policy, visit <a href="http://ChoiceHotels.com.au/en/privacy-policy/">ChoiceHotels.com.au/en/privacy-policy/</a> or <a href="http://ChoiceHotels.co.nz/en/privacy-policy/">ChoiceHotels.co.nz/en/privacy-policy/</a>. The Promoter's Privacy Policy includes information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about entrants and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p>
<b>Permit numbers</b>	<p>Authorised under: ACT Permit No. TP19/03408</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### **Entry**

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

### **Prizes**

- 3 Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:

- (a) validity periods;
- (b) booking and availability of flights, accommodation and events;
- (c) conditions of ticket validity and any restrictions on ticket on-sale or transfer;
- (d) travel dates and specified travel exclusion periods;
- (e) any additional fees (payable by you) relating to changes made by you/your companion to a travel prize after it has been booked;
- (f) the requirement to obtain all necessary documents to travel to any overseas location specified, including a current and valid passport and any visas required; and
- (g) a requirement to present your credit card when checking in to accommodation.

- 4 You/your companion are responsible for all other unspecified costs related to the major prize, including meals, transport, insurance (including excesses), in-room charges, additional taxes, etc.

- 5 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

### **General**

- 6 Any failure by you or (where relevant) your companion to comply with the conditions imposed by the prize supplier/s may result in the prize being cancelled or withdrawn at any time (including for the avoidance of doubt, during completion of the prize itself) without liability for the Promoter or the prize supplier/s.

- 7 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries and your ability to comply with these Terms and Conditions (including documentation establishing your identity, age, place of residence, place of employment and right to travel to any overseas location specified). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

- 8 You must not:

- (a) tamper with the entry process;
- (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
- (e) breach any law; or
- (f) behave in a way that is otherwise inappropriate.

- 9 Where relevant, you are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in this competition by, you or your companion if they breach these conditions, whether or not legally bound by them.

- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.

- 11 The Promoter's decision in connection with all aspects of this competition is final.

- 12 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements

of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. All NZD values are approximate only. The actual NZD value of prize/s won by NZ winner/s will reflect the AUD to NZD exchange rate on the date of awarding the prize/s. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

- 13 By entering, you request that your full address not be published.
- 14 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities. Where it is practical for it to do so, the Promoter will notify you of such changes.
- 15 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. For Australian residents, if for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

### **Liability**

- 16 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth) or the *New Zealand Consumer Guarantees Act 1993*.
- 17 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 18 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia and New Zealand.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.