

Mirvac Smart Car Promotion

Terms and Conditions.

1. Information on how to enter and prizes 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 Australian and New Zealand residents aged over 18yrs.
3. Employees (and their immediate families) of the Promoter, Mirvac Hotels & Resorts 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. Conditions of Valid Entry:
 - All new conferences, meetings, corporate events booked at a Mirvac Hotel or Resort, held and paid for from 1st March to 30 September 2009.
 - Eligible spend includes Banqueting spend and Accommodation spend.
 - Non-eligible spend includes: Restaurant consumption charges for individual guests, Audio Visual charges, Theming and Decoration charges, charges for mini-bar, telephone, internet and parking for individuals.
 - Multiple entries – one entry per \$1000 spend will be permitted for the booker of each conference, meeting or corporate event eg: a total spend of \$12,600 will entitle the booker to 12 individual entries.
 - Accommodation groups where the conference, meeting or corporate event is held outside of Mirvac Hotels & Resorts are not eligible.
 - Professional Conference Organisers will be entered into the draw in addition to the client.
5. Process of Entry:
 - Entries into the draw will be automatically made by the hotel or resort hosting the conference, meeting or corporate event upon settlement of the account.
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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. Promotion commences on 1st March 2009 entries close 5.00pm AEDST on Wednesday, 30th September 2009. The major prizes will be drawn at Mirvac Hotels & Resorts Head Office, Level 26, 60 Margaret Street Sydney, NSW 2000 on Wednesday 14th October 2009 at 3.00pm AESTD.

The winners will be notified by mail and their names will be published in The Australian and The New Zealand Herald on Monday 19th October.
8. The Promoter's decision is final and no correspondence will be entered into.
9. Major Prize: There are three major prizes. Each valid entry drawn will win a Smart Car convertible model, smart fortwo 52kw cabrio with Primo package, colour blue. Each major prize value is up to AU\$30,000 including compulsory insurance and on road costs (which may vary State by State or in New Zealand). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner.
10. Prize claim: The winner must collect the prize from an authorised Mercedes Benz dealership at a time designated by the Promoter.
11. Total prize pool (3 x major prizes) is valued at up to AUD\$90,000.
12. Invalid winners –

- Winners must still be in the employ of the company who held relevant the conference, meeting or corporate event. If the winner is no longer employed by the company the winner will be declared invalid and the prize will be offered to the relevant company.
 - Multiple prizes can not be won by the same individual. A winner will be deemed as invalid if drawn for multiple prizes and the prize will be re-drawn at that point in time.
13. Subject to the unclaimed prize draw clause, if for any reason a winner does not redeem the prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited.
 14. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
 15. Prizes are not transferable or exchangeable and cannot be taken as cash.
 16. A draw for any unclaimed prizes may take place at Mirvac Hotels & Resorts Head Office, Level 26, 60 Margaret Street Sydney, NSW 2000 on Wednesday 25th November 2009 at 3.00pm AESTD subject to any directions from a regulatory authority. Winners' names will be published in The Australian and New Zealand Herald on Monday 19th October.
 17. Entrants consent to the Promoter using the entrant's 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 competition (including any outcome), and promoting any products supplied by the Promoter.
 18. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
 19. Except for any liability that cannot be excluded 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 Promotion, 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 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.
 20. As a condition of accepting a prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
 21. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to, Mirvac Hotels & Resorts, contractors, prize suppliers and, as required, to Australian and /or New Zealand regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
 22. The Promoter is Mirvac Hotels & Resorts (ABN 74 002 462 017) of lev 26, 60 Margaret St, Sydney NSW 2000, telephone (02) 9080 8300.
 23. NSW Permit No. LTPS/09/01488. Vic Permit No. Pending. ACT Permit No. Pending