
LUXE+ LUXURY ESCAPES Giveaway

Terms and Conditions

The promoter of this promotion is Xclusive Tech Pty Ltd trading as LUXE PLUS (ABN 93 627 297 474) of Level 10, 440 Collins Street, Melbourne VIC 3000 (**we or us or our**).

THE PROMOTION

1. The promotion commences at 6:00 PM AEST on the 1st of October 2024 and concludes at 7:00 pm AEDT on the 10th of October 2024 (**Promotion Period**).
2. Information on how to enter and prizes form part of the terms and conditions. Entry into the promotion is deemed acceptance of these terms and conditions.

ELIGIBILITY

3. Entry is open to all Australian residents who are aged 18 or over and are/become an LUXE+ member, excluding South Australian residents, directors, management, officers and employees of LUXE+, our associated companies and agencies and their immediate families (**Eligible Entrants**).
4. Immediate family includes the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, niece, nephew, brother, sister, step-brother or step-sister.
5. Membership of LUXE+ is subject to the terms and conditions applicable to LUXE+ membership, available at www.luxeplus.com.au (**Membership Terms**), as amended from time to time.

ENTRY

6. Eligible Entrants who hold a loyalty membership will automatically receive one entry, or multiple entries into the draw, depending on the level of loyalty membership they hold and the length of time they have held a loyalty membership, in accordance with the Membership Terms.
7. Eligible Entrants who purchase a one-off membership (i.e. a non-loyalty membership) package, will automatically receive one entry, or multiple entries into the draw depending on the level of the one-off membership package they purchase, as follows:
 - a. Bronze: 1 entries
 - b. Silver: 5 entries
 - c. Gold: 20 entries; and
 - d. Platinum: 50 entries

PRIZES

8. There is 1 prize available. The total prize pool is valued at \$30,000

THE PRIZES

9. The total prize pool is worth \$30,000.00
 - a. **FIRST PRIZE:** Oceanfront Hawaii Glamour on Iconic Waikiki Beach with Infinity Pool & US\$500 Dining Credit, 10N in the Premier Ocean Front King

Inclusions

- **Unlimited Access to the Longboard Club**
- **Daily Buffet Breakfast** at the Longboard Club
- **Daily Four-Hour Free-Flow Drinks** including canapés and pasta
- **Daily Access to Fit Waikiki Wellness Center** and tennis courts
- **Daily Rentals of Boogie Boards, Paddleboards,** and beach chairs
- **Hawaiian Cultural Classes** including lei-making and hula
- **Guaranteed 12 PM Late Checkout**
- **Waived Resort Fees** with exclusive hotel benefits

Inclusions are valid for two guests.

General information:

-Booking is to be made before 15/10/2024 and you can travel by 30/6/2025

-Flights are included but will not be booked until the prize winner confirms their Luxury Holiday booking.

-Prize inclusions are for 2 adults only for 10 nights only. Any additional guests or activities can be added at the winner's expense.

-Blackout dates will be confirmed after the prize is drawn with Luxury Escapes

www.luxuriescapes.com/au/booking-policies

THE DRAW

9. Winners will be drawn at 7:00 pm AEDT on the 10th of October 2024 at Level 10, 440 Collins Street, Melbourne VIC 3000.
10. The prize is drawn randomly from the entries received during the Promotion Period.
11. The Winner will be announced live at the time of the draw on www.instagram.com/lmctluxe (the **LUXE+ Instagram**). All winners will also be contacted via phone and email immediately following the draw and published on www.luxeplus.com.au (**Website**) on the 10th of October for a minimum of 28 days.
12. If a prize is unclaimed or has not been accepted by a winner, or if, after making all reasonable attempts, we can't contact a winner (or a winner does not contact us) by 7:00 pm AEST on 10th of January 2025, we will discard the relevant entry/ies and redraw the prize at 7:00 pm AEST on 10th of January 2025 at Level 10, 440 Collins Street, Melbourne VIC 3000.
13. Any new winner/s will be published online on 10th of January 2025 on the LUXE+ social media accounts and on the Website for a minimum of 28 days. Any winners will also be contacted via phone and email immediately following the draw.

QUERIES / DISPUTES

14. All communications in relation to the promotion must be made via support@luxepius.com.au
15. If any entrant raises a dispute with us concerning the conduct of this promotion or any associated prizes, we will take reasonable steps to consider their point of view and take into account any facts they put forward and respond to the complaint fairly within a reasonable time. Our decisions in all other respects of this promotion are final.

GENERAL PRIZE TERMS

16. Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, we are not liable. All prizes are subject to any additional terms and conditions imposed by the relevant prize supplier. Any failure by you to comply with the conditions imposed by a prize supplier may result in the prize being cancelled or withdrawn without liability of us or our prize suppliers.
17. You are responsible for any other reasonable costs related to a prize, including but not limited to costs associated with the ongoing use of a prize.
18. We are not responsible for any dispute between you and any person that you choose or choose not to share a prize with.

GENERAL TERMS

19. If you win, you must participate in all publicity, photography and other promotional activity we reasonably require, without any compensation. By participating in the promotion and accepting any prize, you consent to us using your name and/or image in any promotional or advertising activity. However, we will never publish your full address.
20. We may require you to sign a disclaimer and release forms in favour of LUXE+ and/or our prize suppliers, which we will provide before taking a prize. If you do not sign, your entry will be deemed invalid and you will lose any right to a prize.
21. We reserve the right to disqualify any entrant who:
 - a. is found to be tampering with or otherwise abusing any aspect of this promotion;
 - b. we have reason to believe has breached any of these conditions;
 - c. behaves in a disruptive, abusive or threatening manner;
 - d. does anything that may diminish the good name and reputation of us or any of our related entities or the companies or agencies associated with this promotion; or
 - e. engages in any other unlawful or inappropriate conduct that may jeopardise the fair and proper conduct of this promotion.
22. In the event the promotion is compromised by non-authorized human intervention, tampering or other causes beyond our reasonable control that corrupt or impair the administration, security, fairness or proper operation of the promotion, we reserve the right to suspend, modify or terminate the promotion, subject to any necessary approval by the relevant gaming authorities.

23. We are not responsible for any problems or technical malfunction of computer systems, servers, software, internet service provider, or e-mail systems, failure of any entry to be received on account of technical problems or incomplete, late, lost, damaged, illegible or misdirected electronic communications, or any combination thereof.
24. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the ability of us to proceed with the promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, government directive or pandemic, we may in our absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to any necessary approval by the relevant gaming authorities.
25. We do not exclude any rights and remedies in respect of goods or services under the *Competition and Consumer Act (2010)* which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and we, the agencies and companies associated with this promotion are not liable (including in negligence) for any loss (including but not limited to indirect, special or consequential loss or loss of profits), expense, damage whatsoever which is suffered or for any personal injury, illness or death suffered or sustained in connection with a prize or this promotion, except for any liability which cannot be excluded by law.
26. Prizes cannot be transferred, 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. All prize values are correct as at the date of preparing these terms and conditions and include any applicable GST. We are not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason we may provide another item of equal or higher value, subject to any necessary approval by the relevant gaming authorities.
27. We may, at any time, require you to produce documentation to establish to our satisfaction, the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by us to enforce any of our rights at any stage does not waive those rights.
28. We are not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this promotion 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.
29. Without limiting any other clause of these terms and conditions, we and the agencies and companies associated with this promotion are not liable for any loss of, damage to or delay in delivery of prizes, or for any damage that occurs to displayed prizes (if relevant).
30. Unless otherwise specified, prizes will only be delivered to addresses in Australia and any cash prizes will only be paid in Australian dollars to Australian bank accounts.
31. This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform. You provide your information to us and not to any social

media platform. By entering, you completely release any social media platform from any and all liability.

COLLECTION AND USE OF PERSONAL INFORMATION

32. We collect information about you, including for example your name and email address which you provide when signing up to LUXE+ membership. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services and to conduct and manage this promotion. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to our related companies, agents and contractors to assist in conducting this promotion, communicating with you or storing data.
33. By holding a membership and participating in this promotion, you consent to us keeping your personal information on our database for future marketing purposes, provided that where required by spam laws, we include a functional unsubscribe facility in each direct marketing communication we send you so that you can opt-out of any further similar communications at any time. However, we may contact you via email or SMS messages without any functional unsubscribe facility if the email or SMS message relates primarily to the conduct of this promotion.
34. To request access to, or to update, personal information LUXE+ holds about you, you can contact us by the methods described in clause 18 above. Alternatively, you can view our Privacy Policy at luxepus.com.au

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