

Win a Cruise Contest Terms & Conditions

Stamford Grand Adelaide ("**Stamford**") shall organise the **Win a Cruise** contest (the "**Contest**").

By participation, persons who submit their entries (hereinafter called the "**contestant**") would be deemed to have acknowledged, accepted and agreed to this terms and conditions in this Agreement. The terms in this Agreement and all subsequent revisions or amendments thereafter made from time to time by Stamford shall apply to the Contest.

The Contest period will be from 12 December 2019 to 12 March 2020 (the "**Contest Period**"). Stamford reserves the right at its sole discretion, to (a) suspend, postpone or terminate the Contest, (b) shorten and/or extend the duration of the Contest Period, and/or (c) amend, modify, delete, replace or revise the terms of this Agreement, without any prior notification to any person and without incurring any liability to any party whatsoever.

SECTION 1 – PARTICIPATION PROCEDURES

1. Contestants will need to fill out an entry form and the Grand Bar staff member will need to attach the receipt from the purchase to the entry form.
2. Multiple entries are accepted. Any incomplete entries and entries that do not conform to the terms of this Agreement shall be disqualified. Stamford's decision on the eligibility of any entry and the disqualification of any entry is final and binding.
3. As part of the consideration in entering into the Contest, the contestant unequivocally and unreservedly:
 - a. consents to Stamford's use of the Personal Information (as defined below); and
 - b. assigns to Stamford the ownership and the use of all intellectual property rights in connection with the Photographs (as defined below) and pursuant to such assignment, the contestant acknowledges, represents and warrants that he/she is the owner of such intellectual property rights and has the absolute right to use the Photographs (as defined below) as he/she deems fit. The contestant further undertakes that he/she shall execute all relevant documents as required by Stamford, at its sole discretion, in connection with such assignment.

SECTION 2 - ELIGIBILITY AND PARTICIPANTSHIP

4. The following persons are not eligible to participate in the Contest:
 - a. directors and employees of Stamford and/or its related corporations (as defined in the Corporations Act 2001 (Cth), suppliers of the Stamford Land Corporation Ltd and its affiliates and subsidiaries (collectively, the "**Stamford Group**") and their immediate family members and/or relatives; and
 - b. all participating sponsors, retailers, advertising and promotion agencies for the Contest and their affiliates and subsidiaries including but not limited to suppliers of Stamford Group.
5. The participant is required to produce his/her personal identification, passport, work permit, employment pass, dependent's pass or any other form of identification acceptable to Stamford

("Form of Identification") for verification purposes in connection with the application. Successful participants shall present his/ her Form of Identification for identity verification purposes when collecting the prize(s) upon successful submission.

6. Participants must be over the age of 18 and hold a current Australian Passport with 12 months validity. Entrants may be required to provide proof of identity to verify age.
7. The contestant acknowledges and agrees that the acceptance of his/her submission is subject to the approval of Stamford at its sole and absolute discretion and that his/her application may be rejected by Stamford without assigning any reasons thereto.

SECTION 3 – WINNING & REDEMPTION OF PRIZE

8. Multiple entries are accepted. A random draw to determine the winner of the Contest will be conducted on 22 March 2020. There will only be **1 winner** and a prize of one twin share South Pacific Cruise for the winner.
9. The winner shall be announced on Stamford's website and will subsequently be notified via email or phone.
10. The winner is required to produce their Form of Identification prior to claiming their prize at 2 Jetty Road, Glenelg, SA 5045.
11. The prize shall be claimed and names for the Cruise must be provided to Stamford by 31st May 2020, after the contest results are announced, failing which the win of the prize will be void. Stamford is neither obliged nor liable to entertain any requests for the unclaimed prize by the winning contestant after this date even in the event that the contestant had not received the written notice informing the contestant of the win. Stamford reserves the right to substitute the prize with items of equivalent value without prior notice. The prize if unclaimed by 31 May 2020 for any reason whatsoever may be donated to a charity chosen at the sole discretion of Stamford and no claims whatsoever (whether for the prize, payment or compensation) shall be entertained. Stamford also makes no warranty against any defects, faults or aging of the prize presented to the winners.
12. Stamford's decision in the event of any dispute on the winner is final, binding and conclusive and no correspondence, appeals, complains or requests will be entertained.
13. The prize shall be a Cruise holiday based on twin share sailing on 20 November 2020 on Ovation in the Seas in a balcony cabin on Royal Caribbean.
14. The prize is NON transferrable.
15. The prize includes airfares from each capital city to Sydney up to the value of \$600 for 2 people provided that the winner's usual place of residence is in a state other than the state of New South Wales, Australia. For avoidance of doubt, there will be no reimbursement if winner is based in New South Wales, Australia.
16. The winner of the prize shall procure his or her own travel insurance. Stamford shall not be responsible for the cost of any insurance required to redeem or in connection with the prize..

17. The winner acknowledges that Stamford has no control over the organization and/or arrangement of the cruise holiday. In the event the cruise is postponed or cancelled, Stamford shall not be liable to reimburse the winner.

SECTION 4 — DATABASE AND USE OF PERSONAL PARTICULARS

18. The contestant represents and warrants that all personal information provided by him/her in connection with his/her participation in the Contest (the “**Personal Information**”) are true and accurate.
19. In respect of any change to the Personal Information, the contestant shall immediately notify Stamford of such change in writing.
20. Stamford will use the Personal Information, for the following purposes:
 - a. to notify the contestant in the event that he/she wins the prize in this Contest;
 - b. to contact the contestant by telephone, mobile phone or email including sending magazine and e-newsletter;
 - c. to allow the promotion of any products, events and activities within the Stamford Group; and
 - d. for other reasonable purposes, always acting within the limits under the applicable data protection legislation or regulations,(collectively, with the Publicity Purpose (as defined below), the “**Authorised Purpose**”).
21. The participant authorises and consents to the collection, use and processing of the Personal Information by Stamford and its data intermediaries in connection with the Authorised Purpose.
22. Each contestant further consents and grants Stamford the right to use the photographs taken in relation to or in connection with or arising from the Contest (the “**Photographs**”) and to disclose and publish the name of the winning contestant which forms part of the Personal Information for publicity purposes (“**Publicity Purpose**”), such consent is granted without any payment, fee or compensation whatsoever.
23. Stamford will:
 - a. retain the Personal Information and the Photographs for only as long as there is a need;
 - b. take reasonable steps to ensure that the Personal Information is accurate, adequate, relevant and up to date;
 - c. where possible provide the participant with access to his/her Personal Information and the Photographs; and
 - d. take appropriate measures to prevent and minimize risks of unauthorised access to the Personal Information and the Photographs.

19. Stamford will not:
- a. use the Personal Information and the Photographs in a way to which have not been consented or that are forbidden under the applicable laws and regulations including but not limited to the provisions under the applicable data protection legislation or regulations;
 - b. offer, publish or share the Personal Information and the Photographs with any third party unless provided with the permission to do so.
20. Subject to clause 21, Stamford will continue to use the Personal Information and the Photographs in accordance with the Authorised Purpose unless informed in writing by the contestant that such consent is withdrawn. The contestant may email Stamford at legal@sga.stamford.com.au should he/she wish to withdraw the consent for the use of the Personal Information. The request will be processed within 5 working days.
21. For more information please contact Stamford's Data Protection Officer (DPO), Benedict Tan at +65 6236 6141 or at benedicttan@stamfordland.com

SECTION 5 — TERMINATION

22. The contestant agrees and acknowledges that if the contestant withdraws his/her consent to the collection, processing and use of the Personal Information and the Photographs under clause 19 above, Stamford will not be able to administer the contestant's participation in the Contest, and upon any such withdrawal of consent, the contestant's entitlement to participate in the Contest shall terminate in accordance the terms of this Agreement.
23. Upon receipt of the contestant's written notice of withdrawal of consent pursuant to clause 19 above the contestant's participation and entitlement to participate in the Contest shall terminate in accordance with terms of this Agreement. Upon termination, Stamford shall be released and discharged from any further obligations to the contestant.
24. Stamford may at its absolute discretion, without prior notice to the contestant, suspend or terminate the Contest (in whole or in part) for any reason whatsoever as it deems fit. Stamford also has the absolute discretion to immediately bar, terminate, change, suspend or cancel the participation of any contestant or impose additional conditions.
25. If the Contest is suspended or terminated for whatever reason, Stamford shall not be liable to the contestants for any losses or damages suffered or that may be suffered by the contestant arising either directly or indirectly from the suspension or termination of the Contest.

SECTION 6 —INDEMNITY

26. The contestant hereby agrees to indemnify, release and discharge Stamford and its authorised agents from all damages, claims, demands, liabilities, judgments, actions and suits and agrees to hold Stamford and its authorised agents harmless against any liability for any loss, penalty, damage, costs and expenses (including but not limited to legal costs) which the contestant may incur by reason of or arising either directly or indirectly from or in connection with the participation in the Contest, including without limitation:
- a. the contestant's breach of any of the terms of this Agreement and/or any other agreement made between the contestant and Stamford in connection with the Contest;

- b. any infringement by the contestant of any intellectual property, including copyrights, rights of confidence, moral rights, privacy rights or other rights, of any person or entity;
- c. any action taken or omitted to be taken in good faith by Stamford and its authorised agents pursuant to any instructions, notice or request by the contestant;
- d. the enforcement of the terms of this Agreement and/or the recovery of any sums owed by the contestant in respect of the Contest; or
- e. claims of third parties which may be brought or asserted in respect of the Contest.

SECTION 7 — OTHER TERMS

- 27. To the full extent permitted by law, Stamford hereby disclaims any and all such warranties, representations or statements made or given by its agents, employees, contractors and related corporations in connection to the Contest. The contestant shall waive all claims against Stamford arising from such disputes.
- 28. Notwithstanding any other terms or conditions, Stamford shall not be liable for any loss, damage, inconvenience, embarrassment, cost and expense of any nature (including without limitation for any act, omission neglect or wilful default on the part of their agents, contractors, correspondents and/or their respective officers and employees) arising out of or in connection with the Contest which in any way may be suffered or incurred by the contestant or by any other person in respect of or in connection with the Contest.
- 29. Stamford may notify the contestant of any changes in the terms of this Agreement by publishing such changes via Stamford website, email or by such other means of communication as Stamford may determine in its absolute discretion from time to time.
- 30. By participating in the Contest, all contestants agree to be bounded by the terms of this Agreement herein and all amendments, additions, replacements and modifications as may be made by Stamford from time to time.
- 31. Any notice to be given to the contestant shall be deemed to have been properly given if sent by prepaid post, email, SMS or any one form of communication mode last recorded in the database system.
- 32. Time shall be of the essence in respect of the terms of this Agreement but no failure to exercise or delay in or partial exercising of any of Stamford's rights, power or remedies shall operate as waiver.
- 33. Stamford shall be entitled to, at any time and without the consent of or notice to the contestants, assign or transfer the whole or part of its rights and obligations in relation to the Contest to any other person or entity.
- 34. The terms of this Agreement shall be interpreted and enforced in accordance with the laws of State of South Australia and the contestant hereby submits to the non-exclusive jurisdiction of the courts of Australia.
- 35. The terms of this Agreement are not intended to confer any enforcement rights to any third parties.