# URBAN LIST'S OPEN FOR BUSINESS: A BOUGIE HIGH COUNTRY GETAWAY COMPETITION

# **TERMS AND CONDITIONS**

- 1. Information on how to enter and the prize form part of these Terms and Conditions.

  Participation in OPEN FOR BUSINESS: A BOUGIE HIGH COUNTRY GETAWAY COMPETITION promotion ("Promotion") is deemed acceptance of these Terms and Conditions.
- 2. The Promotion is conducted by Urban List Pty Ltd ACN 142 505 897 as trustee for The Urban List Trust (ABN 56 349 266 482) ("Promoter").

## Eligibility

- 3. The Promotion is open to all Victorian residents aged 18 and over who enter in accordance with these Terms and Conditions.
- 4. Employees (and their immediate family and/or those living in the same household) of the Promoter, and its related entities, affiliates, subsidiaries, agencies and suppliers 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 first cousin.

### **How to Enter**

- The Promotion period commences at 4pm, Monday, 21 September, 2025 ends at 5pm, Saturday, 4 October, 2025. ("Promotional Period").
   To enter, individuals join Urban List Insiders via this link or associated ones [https://www.theurbanlist.com/melbourne/a-list/bougie-high-country-getaway-consumer-competition].
- 6. There is no cost to enter the Promotion.
- 7. The Promoter reserves the right to refuse any entries which contravene these Terms and Conditions, including any incomplete or indecipherable entries.

#### **Determining and Notifying the Winner(s)**

- 8. Selection of the winner(s) will take place at the Sydney office of the Promoter, Level 4, 54 Wellington Street, Collingwood, Victoria, 3066 by 12pm, Monday, 6 October, 2025.
- 9. This Promotion will run as a game of chance. All eligible entries shall be placed into the draw, with the winner(s) chosen by an online random number generator.
- 10. The Promoter's determination of the winner(s) is final and no correspondence will be entered into.

- 11. The winner(s) will be notified via e-mail. The winner must acknowledge acceptance of and claim their Prize by replying to this e-mail with details requested. This must be received by the Promoter no later than 5pm, Tuesday, October 7.
- 12. If for any reason a winner does not acknowledge, accept and claim their Prize by email, that Prize will be forfeited, and another winner selected at 5pm AEST on Tuesday, October 7.
- 13. The Promoter will have no liability for a winner's failure to receive notices due to winner's spam, junk email or other security settings or for a winner's provision of incorrect or otherwise non-functioning contact information.

#### The Prize

- 14. The winner of the Prize will receive a tourism package organised by Tourism North-East to Victoria's High Country, which includes:
  - 2 nights accommodation in The Vineyard Residence.
  - Private return helicopter transfers from Melbourne.
  - Private Estate tour and wine tasting with Feathertop Private Estate Owner Janelle Marsden.
  - E-Bike adventure to Bright and Dinner at Koji Bird + Reed & Co with matching cocktails.
  - Valid until 31 March 2026. Excludes Christmas and public holidays. Travel dates are subject to availability.

#### 15. Prize terms and conditions:

- a. All Prize redemptions are also subject to any terms and conditions imposed by the supplier (for example, the accommodation, restaurant, tour operator etc.).
- b. Prizes cannot be exchanged for goods or cash, nor can they be sold or otherwise transferred to any person.
- c. The winner is solely responsible for any and all expenses that fall outside the prize inclusions.
- d. All additional meals, beverages, tips or any other extras not stated in the confirmed Prize package are the sole responsibility of the winner.
- e. The winner is solely responsible for determining who to share the Prize with.
- f. The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at <a href="https://www.nhmrc.gov.au/health-advice/alcohol">https://www.nhmrc.gov.au/health-advice/alcohol</a> and at DrinkWise at <a href="http://drinkwise.org.au/">http://drinkwise.org.au/</a>

g. Participation in the Prize experience is open to participants of all ages and fitness levels. However, if a winner has physical limitations or requires a carer, the Promoter must be notified, and any carers must accompany the participant. Winner(s) agree to sign any waiver reasonably required by the Promoter or the Client.

#### General

- 16. The winner(s) agree to participate in all promotional activity (such as publicity and photography) in connection with the Promotion and/ or the winning of the Prize (as reasonably requested by Client), free of charge, and agree to sign any additional documents reasonably required by the Promoter and Client to give effect to this condition. Subject to law, the winner(s) must consent to using their names, likeness, images and/or voices (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome) or undertaking the Prize.
- 17. 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).
- 18. The Promoter reserves the right, in its sole discretion, to disqualify any individual who the Promoter 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 the 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.
- 19. If a winner of the Prize is under the age of 18 years, the Prize will be forfeited by that entrant, and a redraw will occur.
- 20. In the event of war, terrorism, pandemic or epidemic, state of emergency, government restrictions or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend or modify a prize. The Promoter reserves the right to modify, suspend or terminate the Promotion without notice.
- 21. As a condition of entering the Promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
- 22. As a condition of accepting the Prize, each winner must sign any legal documentation 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.
- 23. Entrants agree to have their email address added to the Promoter's email list.
- 24. 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, ("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 claims, liability, loss or damage (including loss of opportunity) suffered or incurred by any person; whether direct, indirect, special or consequential, arising in any way out of the Promotion or acceptance of or use of any prize.

- 25. 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 agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use this information, and disclose this information to third parties, including but not limited to Client (ABN) for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct personal information to the Promoter. The Promoter's Privacy Policy is available at https://www.theurbanlist.com/privacy
- 26. All entries become the property of the Promoter.
- 27. The Promoter accepts no liability for any problems or technical malfunction of computer systems, servers, software, internet service provider or email systems, including failure of any entry to be received on account of technical problems, or the failure of a winner to receive a notification due to such technical problems.
- 28. This Promotion is void where prohibited or restricted by law.