

Terms and Conditions

Great Ocean Road 2 Night Winter Package — \$100 Great Ocean Road Experience Card

1. The Promoter

1.1 The Promoter is Great Ocean Road Regional Tourism Ltd (ABN 77 166 120 565) in partnership with Why Leave Town Pty Ltd (ABN 61 654 630 716)

1.2 Partner properties represented in the promotion are;

- Breakfree Resorts (Victoria) Pty Ltd trading as Mantra Lorne (ABN 81 108 551 453)
- Ian Philip White trading as Anchors Port Campbell (ABN 73 178 577 370)
- Rummer Pty Ltd trading as Best Western Olde Maritime (ABN 50 256 961 366)
- Parkdale Quest Pty Ltd trading as Lady Bay Resort Warrnambool (ABN 44 006 324 858)
- JMAM Pty Ltd trading as Teh Caledonian Inn (ABN 48 670 264 025)
- Shane Timothy Clancey trading as Basalt Wines Luxury Accommodation (ABN 48 670 264 025)
- The Trustee for Great Ocean Road Hotel Group Family Trust trading as Great Ocean Road Resort (ABN 99 447 257 381)
- DLH FOOD AND BEVERAGE PTY LTD trading as The Sands, Torquay (ABN 61 645 970 207)
- PF Cornelissen & AB Till trading as Point of View - Apollo Bay (ABN 14101871055)

2. The Promotion

- 2.1. The Great Ocean Road Experience Card (gift card) is included in specific accommodation Packages booked with participating businesses featured on this page: visitgreatoceanroad.org.au/be-in-your-element/great-ocean-road-stay-packages/ during the promotional period only.
- 2.2. Alterations, refunds and cancellations are in accordance with the property's policy that the booking is made with, and terms they advise.
- 2.3. The advertised package price may differ for certain dates or peak booking periods.
- 2.4. The Promoter takes no responsibility for excluded or unavailable booking dates.
- 2.5. The Promoter takes no responsibility for package elements delivered by the property that are not utilised by the guest.
- 2.6. If any part of a Package is unavailable, for any reason (including unforeseeable or other special circumstances), the Property, in its absolute and sole discretion, reserves the right to substitute the Package or any part of the Package for a product or service of equal value and/or specification. To the extent permitted by law, the Promoter makes no representations or warranties as to the suitability of the Package.
- 2.7. It is the responsibility of the guest to cover the costs of any additional out-of-pocket expenses associated with their travel over and above what is stated in the Package.
- 2.8. It is the responsibility of the property with which the Package is booked to instruct the guest on how to redeem and provide inclusions as stated.
- 2.9. In the event of war, terrorism, pandemic or epidemic, state of emergency, government restrictions or disaster, the Promoter reserves the right (subject to regulatory approval) to cancel, terminate, modify or suspend the Promotion. The Promoter reserves the right to modify, suspend or terminate the Promotion without notice.

3. Eligibility

- 3.1. The Package is available to individuals who book a minimum consecutive 2 night stay (“the Stay”) through a participating accommodation provider during the promotional period.
- 3.2. The Package is available to residents of Australia and international visitors aged 18 years and over.
- 3.3. The Package is not available to employees or contractors of Great Ocean Road Regional Tourism (GORRT) or participating accommodation providers, or their immediate family members.

4. Booking Conditions

- 4.1. The Stay must be booked directly with a participating accommodation provider.
- 4.2. The minimum stay of 2 consecutive nights must be at the same accommodation property.
- 4.3. The property, in accepting the accommodation booking, takes responsibility for ordering the GOR Experience Card on behalf of the guest.
- 4.4. Cancellations, no-shows, or stays that do not meet the minimum night requirement will forfeit entitlement to the Card. If the booking is cancelled or the guest fails to arrive, the Experience Card will be cancelled and the value foregone.

5. The \$100 Great Ocean Road Experience Card

- 5.1. One \$100 Experience Card will be provided per qualifying booking. The gift card will be provided electronically by SMS to the mobile number provided by the guest upon making their booking at approximately 11am on their scheduled arrival date, for use during their stay.
- 5.2. The Card may be used at participating merchants listed here: visitgreatoceanroad.org.au/be-in-your-element/great-ocean-road-experience-card/. Participating businesses are subject to change without notice.
- 5.3. The Card holds a pre-loaded value of \$100 AUD and may be used across multiple transactions at participating businesses until the balance is exhausted.
- 5.4. The Card has an expiry date of three years after the activation date.
- 5.5. Any unused balance at expiry will be forfeited and is not redeemable for cash.
- 5.6. The Card cannot be exchanged for cash, transferred, sold, or used to purchase other gift cards or vouchers.
- 5.7. The Card is not a credit or debit card, is not linked to a bank account, and is not covered by the ePayments Code.
- 5.8. Lost, stolen, or damaged Cards will not be replaced. GORRT and participating accommodation providers accept no liability for lost or stolen Cards.
- 5.9. Additional terms and conditions for use of the gift card apply and are available at: www.whyleavetown.com/terms-and-conditions/.

6. Participating Businesses

- 6.1. GORRT does not warrant the quality, availability, or suitability of goods or services offered by participating businesses.
- 6.2. The Promoter takes no responsibility for business closures or unavailability of experiences at the time of the guest booking period.
- 6.3. The Promoter takes no responsibility for the suitability of experiences bound by the terms and conditions of each relevant venue for voucher redemption, including accessibility, age, height and safety restrictions.
- 6.4. Participating businesses may have their own terms of trade, which apply independently of this promotion.

7. Technical Issues

7.1. 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 failure of the guest to receive or use the gift card due to technical problems.

8. General Conditions

8.1. The Package is subject to availability and is offered at the sole discretion of GORRT and participating accommodation providers.

8.2. The Package cannot be combined with any other offer, promotion, discount, or Package unless expressly stated.

8.3. GORRT reserves the right to modify, suspend, or terminate this promotion at any time. Any changes will not affect Cards already issued.

8.4. These terms and conditions are governed by the laws of Victoria, Australia.

9. Privacy

9.1. Personal information collected in connection with this promotion will be handled in accordance with GORRT's Privacy Policy, available at the GORRT website. Information may be used to administer the promotion and for related marketing purposes where consent has been provided.

10. Liability

10.1. 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").

10.2. 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) arising in connection with this promotion or use of the Card.

10.3. To the extent permitted by law, GORRT and its participating accommodation providers and businesses accept no liability for any loss, damage, injury, or disappointment suffered in connection with this promotion or use of the Card.

Further Information

For further information regarding these Terms and Conditions, please contact Great Ocean Road Regional Tourism

via email at: info@gort.com.au