

## Big White Winter Escape Quiz - Terms and Conditions

The Big White Winter Escape Quiz (the “Competition”) is sponsored by Maxan Investments Pty Ltd, ABN 59083863834, trading as Stonebridge at Big White and Ski Holidays and Tours, (the “Promoter”). There is one (1) Prize to be awarded. Chances of winning depend on the total number of eligible entries received.

### WHO CAN ENTER

1. Information on how to enter and prize details forms part of the terms of entry. Entry into the Competition is deemed acceptance of these terms and conditions.

The Competition is open to legal residents of Canada and the United States of America, Australia and the United Kingdom who are over the age of majority in their province, state or country of residence or older at the time of entry with the exception of residents of Québec, New York, Florida and Puerto Rico; and except employees of Stonebridge at Big White and Ski Holidays and Tours and their close relatives and anyone otherwise connected with the organisation or judging of the Competition. The Promoter has the right to verify the eligibility of each entrant.

2. Furthermore in conjunction with Clause 2, the Competition is subject to all federal, provincial, and municipal laws, and is void where prohibited.
3. Participation constitutes entrant’s full and unconditional agreement to these Terms and Conditions and the Promoter’s decisions, which are final and binding in all matters related to the Competition. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### TIMING

4. The Competition commences at 12.01am January 15, 2021 (AEST) and closes at 11.59pm March 31, 2021 (AEST). After this date, no further entries to the competition will be permitted.

### HOW TO ENTER

5. Route to entry for the competition and details of how to enter are via <http://bit.ly/2XDCTzw>. This Competition is a game of skill. To enter answer each of the questions, and in 25 words or less why you want a winter getaway to Stonebridge Lodge, Big White Ski Resort, British Columbia, Canada. Entry is via the [www.StonebridgeatBigWhite.com](http://www.StonebridgeatBigWhite.com) or [www.SkiHolidaysandTours.com](http://www.SkiHolidaysandTours.com) both owned by the Promoter.
6. There is no entry fee and no purchase necessary to enter this competition.
7. To register eligible entrants must provide their first name and email address. Entrants may choose to provide additional personal information including marital status, gender and state/province of residence; which is not mandatory.
8. To register for the Competition, entrants must check the box, to “Accept the Terms and Conditions of the Competition” to be eligible. This action will sign the entrant up to the Promoter’s email newsletters. Information about how email data will be used can be found at <https://stonebridgeatbigwhite.com/privacy-policy/> and <https://skiholidaysandtours.com/privacy-policy/>. Entrants can unsubscribe at any time.
9. Only one entry will be accepted per person. Multiple entries from the same person will be disqualified.

10. Entries must be received by 11.59pm (AEST) March 31, 2021. The time of entry will in each case be the time the online entry is received. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
11. All entries become the property of the Promoter and will not be acknowledged or returned. Receipt of entries for the Competition will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt.
12. The Promoter reserves the right to delete any entries or remove participants that are in violation of the Terms and Conditions.
13. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.

### **THE PRIZE**

14. There is one prize / one winner. The prize consists of the following:
  - 5 nights at "Stonebridge @ Big White" in a two bedroom condominium
  - 4 x 4 day lift passes for Big White Ski resort 2020/2021 season
  - Shared transfers from Kelowna Airport for 4 guests
  - The total prize value is CAD\$5700. All values are in Canadian dollars, including all taxes, and correct at time of printing.
  - Airfares are not included.
15. To comply with the Stonebridge Lodge Strata KAS 2398 By-Laws, BC, Canada, the minimum age of the winner and accompanying guests must be 23 years of age, unless the winner or guests, are all members of the same family, and in this case, at least one family member must be over the age of 23.
16. The winner will be announced on 31<sup>st</sup> March, 2021 at the Promoter's office, and the winner will be notified by email within 7 days.
17. In order to be verified the randomly selected winner, must:-
  - i) Respond to the prize notification email or telephone call within five (5) days of transmission;
  - ii) Comply with the Competition's published age restrictions.

Sign a declaration stating that he/she:-

  - iii) has read, understands and complies with the Terms & Conditions;
  - v) releases and discharges the Promoter; and
  - vi) Consent to the announcement of the winner's name and the use by or on behalf of the Promoter of the winner's name and/or photograph and/or video for advertising and promotional purposes, without any further compensation to the winner.
18. Should the selected entrant fail to comply with any of the requirements contained in these Terms and Conditions, the Prize will be automatically forfeited and another entrant will be selected and the initially selected entrant will be disqualified and will have no recourse towards the Promoter or anyone involved in the Competition.

19. Return of any prize notification email as “undeliverable” may result in disqualification, and an alternate winner may be selected.
20. If the winner cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.
21. The winner’s name will be published on Facebook.com/stonebridgeatbigwhite within 28 days of the March 31, 2021. The judging panel’s decision is final and no correspondence will be entered into regarding its decision.
22. The promoter will notify the winner when and where the prize will be electronically delivered with all relevant e-documentation.
23. The winner’s name will be available 28 days after closing date by emailing the following address: [condos@stonebridgeatbigwhite.com](mailto:condos@stonebridgeatbigwhite.com)
24. The prize is subject to availability and non-transferable nor redeemable for cash. Any expenses not specifically mentioned above as part of the Prize shall be the sole responsibility of the winner and his/her guests, including but not limited to, spending money, additional meals, taxes, insurance, items of a personal nature, in-room charges and all other ancillary costs.
25. The prize is valid during the 2021/2022 ski season, within the advertised “Value Season Periods” published by Big White Ski Resort, Central Reservations Ltd. The prize expires April 10, 2022 or at the end of the 2021-22 season, whichever is the latter. The accommodation is subject to availability and is non-transferrable.
26. Notwithstanding clause 16 if the prize winner is unable to redeem the prize due to any Canadian COVID-19 border restrictions on tourism travel, then all components of the prize will continue to roll over year to year, until such restrictions are eased.
27. Subject to clause 17, if for any reason the winner does not claim the prize (or an element of the prize) by the time stipulated by the Promoter, that date being April 30, 2021, then the prize (or that element of the prize) will be forfeited.
28. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
29. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner’s participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
30. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner’s image and/or voice, as recorded, photographed or filmed during the winner’s participation in the prize to appear in connection with Stonebridge at Big White, or Ski Holidays and Tours, or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.

31. Prize values are based upon the recommended retail prices at the time of printing. The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date. The Promoter reserves the right to substitute prizes in whole or in part with a prize of equal or greater value in the event a prize is not reasonably available at its discretion.
32. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with the Terms & Conditions of entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.

#### **OTHER INFORMATION**

33. This Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram. You acknowledge that all information and material that you submit to enter this Promotion is submitted to the Promoter and not Facebook or Instagram and you agree that Facebook or Instagram shall not be liable to you in any way in respect of this Promotion.
34. The Promoter makes no representation as to the safety of Canada and it is the responsibility of the winner and your travel companion (if any) to check the travel advice issued by the relevant provinces and assess the safety of that province prior to travel.
35. The Competition is subject to all applicable federal, provincial and local/municipal laws and is void where prohibited by law.
36. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
37. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
38. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition 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, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions.
39. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone or computer user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition

including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

40. 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 conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
41. Stonebridge at Big White, Ski Holidays and Tours, and its associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
42. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition.
43. The competition and these terms and conditions will be governed by Australian law and any disputes will be subject to the exclusive jurisdiction of the courts of Australia.
44. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion.
45. Decisions of the Promoter are final and binding.
46. This Promotion is in no way sponsored, endorsed or administered by or associated with Stonebridge Lodge. You acknowledge that all information and material that you submit to enter this Promotion is submitted to the Promoter and not Stonebridge Lodge. The prize is provided by Maxan Investments PtLtd, trading as "Stonebridge @ Big White" and "Ski Holidays and Tours".
47. By entering into this competition, you are agreeing to receive emails from "Stonebridge at Big White" and "Ski Holidays and Tours". You will be given the opportunity to unsubscribe on every email that we send. Read Stonebridge at Big White [Privacy Policy here](#) and [Ski Holidays and Tours privacy policy here](#).
48. The Promoter is Maxan Investments Pty Ltd. ABN 59083863834.  
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[www.skiholidaysandtours.com](http://www.skiholidaysandtours.com) | IATA-TIDS 96854542  
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