

## ASIA PACIFIC OCTOBER SALE TERMS AND CONDITIONS

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1. The offer can be booked from 9 to 11 October 2018 for Accor Plus and Le Club AccorHotels members only, for stays from 19 October 2018 to 18 October 2019 in New Zealand, Fiji, French Polynesia and Upper Southeast Asia, and 1 November 2018 to 31 October 2019 in Australia.
2. The special discounts below are only valid at participating hotels
  - (i) 20% discount with a minimum stay of 2 nights in Queenstown, Dunedin and Invercargill in New Zealand
  - (ii) 25% discount in New Plymouth, Coromandel, Auckland, Rotorua and Hamilton in New Zealand
  - (iii) 30% discount with a minimum stay of 2 nights in Australia
  - (iv) 30% discount in Fiji and Upper Southeast Asia, with Upper Southeast Asia comprising of Thailand, Cambodia, Laos, Vietnam, Myanmar, Philippines and Maldives
  - (v) 35% discount in Wellington and Christchurch in New Zealand
  - (vi) Standard rates apply at hotels in French Polynesia with the inclusion of one complimentary dinner
3. Accor Plus members receive an additional 10% discount and Accor Plus terms and conditions apply.
4. Blackout dates of 15 December 2018 to 15 January 2019 apply to hotels across Upper Southeast Asia.
5. Bookings are payable in full at time of reservation and are non-exchangeable, non-refundable and non-transferable. No cancellations or changes are possible.
6. Offer is subject to availability at participating hotels. This Promotion cannot be combined with any other offer(s).
7. Le Club AccorHotels members can accumulate Status and Rewards points when booking through eligible channels in all participating AccorHotels\* and Le Club AccorHotels terms and conditions apply. Le Club AccorHotels members can accumulate Status and Rewards points when booking through eligible channels in all participating AccorHotels\* and Le Club AccorHotels terms and conditions apply.

# LUCKY DRAW TERMS AND CONDITIONS

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## CONDITIONS OF ENTRY

1. In addition, participants who book the “Private Sale” Offer between 12.01am AEDT on 9 October 2018 and 11.59pm AEDT 11 October 2018 (Promotion Period) will qualify for entry in a lucky draw (“**Draw**”) organised by AAPC Limited (ABN 87 009 175 820) of Level 30, Angel Place, 123 Pitt Street, Sydney, NSW, 2000. (“**Promoter**”), provided that the participant:
  - (i) is a Le Club AccorHotels cardholder;
  - (ii) is aged 18 years old and older on the date of entry in the Draw;
  - (iii) must register to the promotion;
  - (iv) prepays the stays at Participating properties\* during the Promotion Period;
  - (v) books stays via AccorHotels distribution channels (AccorHotels websites, AccorHotels mobile applications, AccorHotels Central Reservations, hotels) and traditional travel agencies using a GDS that is automatically connected to AccorHotels Central Reservations. You are therefore not eligible if your stay is booked with a retailer, a tour operator or a third-party online travel agency (such as expedia.com, booking.com, etc.).
2. For the avoidance of doubt, the following persons are not eligible to participate in the Draw:
  - (i) employees of the Promoter, AccorHotels worldwide or their subsidiaries, and their immediate family members; and
  - (ii) employees of any agencies associated with the Draw.
  - (iii) where prohibited by law.
3. Only one entry in the Draw per household (same name, same postal address) is permitted.
4. In cases of conflict between the English language version of these terms and conditions and the local language version of these terms and conditions, the English language version of these terms and conditions shall prevail.

## DRAW AND PRIZES

1. The Draw will take place on 31 October 2018 at 14:00 AEDT at MDSA, Level 2, 40 Yeo Street, Neutral Bay NSW 2089 and ten (10) winners will be randomly drawn from amongst the qualifying entrants.
2. The first 10 eligible entrants drawn will each receive 500,000 Le Club AccorHotels Rewards points. The value of each prize is AU\$15,043. Maximum retail value of the total prizepool is AU\$150,433.

3. The Rewards points will be credited to the member account within ten (10) days after the draw date.
4. Rewards points are non-transferable, cannot be returned, exchanged or redeemed for cash or any sort of gift. The Promoter reserves the right to substitute the prize with a prize of at least an equivalent value.
5. The winners will be notified by a prize notification email at the address stated in their registration with LCAH within two (2) business days after the draw, and winners will be published on <https://www.accorhotels.com/leclub/promotions-offers/exclusive-rate/owm009433-001-october-private-sale.en.shtml> from 2 November 2018, for a minimum of 28 days. Entrants who have not won will not be contacted.
6. The Promoter's decision regarding the award of all prizes, and/or in every situation including any not covered in these Terms and Conditions, shall be final and binding on all participants in the contest, and no queries, challenges or appeals may be made or entertained regarding the Promoter's decision on the same. The receipt by any winner of any prize under this Draw is conditional upon compliance with any and all applicable laws, rules and regulations.
7. The Promoter may further communicate with the prize winner for the purpose of determining his/her eligibility to participate in the Draw or eligibility to receive the prize, including contacting him/her to authenticate his/her identity and any submitted information on his/her citizenship and to carry out such other activities as are necessary to administer or organise the Draw. If the prize winner fails to provide the required information by the deadline or fails to promptly satisfy the Promoter as to his identity and eligibility, the prize winner shall be deemed to have forfeited his prize. If the entrant drawn is unable to accept the prize in its entirety, including on the dates indicated by the Promoter, the prize will be forfeited and no compensation will be given or paid in lieu, and another entrant will draw.
8. Acceptance of any prize shall constitute a release and discharge of the Promoter by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the contest, (ii) personal injury and/or property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the contest, prize and/or use or enjoyment of the same.
9. The Draw is governed by these Terms and Conditions. Entry in the Draw implies unreserved acceptance of these Terms and Conditions, as well as of all provisions and ethical rules on the internet.
10. In the event that a Prize remains forfeited by 1 February 2018, the Promoter will conduct a redraw, following the same procedure and format as set out under 'Draw and Prizes' - condition 1 above. The redraw will take place at 2.00pm (AEDT) at the same location as the original draw on 15 February 2018. The names of the Prize Winners, if any, will be published on

<https://www.accorhotels.com/leclub/promotions-offers/exclusive-rate/owm009433-001-october-private-sale.en.shtml> from 22 February 2018, for a minimum of 28 days

## **INTELLECTUAL PROPERTY**

1. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Draw, in particular that relating to the Draw prizes, are the property of their respective owners. Any unauthorized reproduction of these trademarks, graphic symbols, logos or intellectual property constitutes an infringement of copyright and is punishable by law.

## **LIABILITY**

1. The Promoter cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Draw or as a result of entering the Draw or accepting any prize. The Promoter is not responsible for any safe custody, return, non-delivery or missing of entries, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Draw.
2. By entering the Draw or accepting the prize, you agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against the Promoter, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Draw and acceptance of any prize, including without limitation, personal injuries, death and property damage.

## **DATA PRIVACY**

1. During the course of the Promotion, the Promoter may collect personal information of the participant. This may include, but is not limited to, the names, email addresses, telephone numbers and other details provided by the participant. Such data is collected for the purposes of verifying the identity of the prize winner, awarding the prize to the prize winner, publishing the results of the Draw and publicising the Draw.
2. By participating in the Draw, the participant consents to collection, use and disclosure of the participant's personal data, image and/or recordings, for marketing and publicity purposes, including distribution of marketing materials for goods or services in the tourism, hospitality and services industries by the Accor Group and/or companies in the tourism and hospitality industry in which the Promoter holds shares, and contacting entrants in future to invite entrants to, or inform entrants about, events organised by the Accor Group and/or such companies.
3. The Promoter shall comply with its obligation pursuant to applicable legislation, regulations and legal requirements in relation to data privacy.

## **AMENDMENT OF TERMS AND CONDITIONS**

1. The Promoter may, at its absolute discretion, at any time vary, delete or add to any of these Terms and Conditions from time to time without prior notice. Participants agree to be bound by any decisions made by the Promoter, including the Promoter's interpretation of these Terms and Conditions, subject to approval by regulatory authorities.

#### **GOVERNING LAW AND DISPUTES**

1. In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
2. These Terms and Conditions are governed by, and must be construed in accordance with, the laws of Singapore.
3. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English. All arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto shall be kept confidential.
4. Authorised under NSW Permit No. LTPS/18/28512, ACT TP/18/01817 & SA Licence No. T18/1659.

\*Ibis budget in Asia Pacific, Ibis family in China and Partner hotels are not eligible for points.