

## TERMS & CONDITIONS 2019 GROUP TOUR PROMOTION

1. The Promotor is The Trustee for Somnio Hybrid Trust (ABN 70 425 108 837)

### Duration

2. All references to time in this document are a reference to the local time in Brisbane QLD, Australia time on the date stated. The promotion commences at 00.01am on 2 October and closes at 23.59pm on 30 May 2019 (Bangkok Group Tour) and 23.59pm on 30 August (Phuket Group Tour).

### Eligibility to enter

3. Entry is open only to New Zealand and Australian residents aged 18 years and over, who have obtained a surgical recommendation through the Promotor from either Phuket Plastic Surgery Institute or Bangpakok9 Hospital for dental or cosmetic procedures (Eligible Entrants), excluding family or friends of the Promoter.

### Entry into the promotion

4. To enter, Eligible Entrants must during the Promotion Period receive and accept a surgical recommendation from the previously mentioned contracted hospitals.
5. Airfare tickets must be pre-purchased by the entrant via the Promoters chosen travel agent. And the winner will be reimbursed the full fare up to the value of \$1200.
6. Airfare tickets must be purchased within 45 days prior to group tour departures if not beforehand. It is at the Promoters discretion to accept Entrants up till 3 weeks prior to departure and these Entrants must purchase Airfares within 48hrs through the Promoters nominated Travel Agency.
7. Fare costs can vary dependant on booking time, departure port and airline. This will have no bearing on the draw.
8. One entry is permitted per Eligible Entrant .
9. The Entrant must not be tagged with another agency. And must enter and remain as the Promoters client for the entire duration of promotion.
10. Entrants must have a valid passport with minimum 6 months validity from day of departure. And must submit a copy of this for eligibility within 2 months of group departure.
11. Entrants must be able to travel between: 21 June – 6 July 2019 for Bangkok Tour and 20 September – 5 October 2019.
12. Entrants must be able to depart with the Group on the departure dates of 21 June 2019 (Bangkok) and 20 September 2019. Entrants do not have to stay the duration of the Tour if surgical/dental recommendation offers shorter stay, Entrants can depart after this time.
13. The Entrant must book a procedure or treatment in excess of 100,000THB to be eligible to be in the draw.
14. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

15. The Promotor reserves the right to cancel or postpone the hosted tour should numbers not reach a minimum of 6. Alternate arrangements will be offered to any existing bookings. Group Tour terms and conditions.
16. Any Entrant under the age of 20 will require written consent from a Guardian in line with the Hospitals Terms and Conditions.
17. Winner will be required to show proof of purchase through the Promoters chosen travel agent.

#### Drawing of entries

18. The draw will take place at 11.00am on 1 June 2019 (Bangkok Group Tour) and 11.00am on 1 September 2019 (Phuket Group Tour) by the Promoter (Drawer). It will be a live draw on a secure, private Group Tour Facebook page, with only Group Tour participants present.
19. The result of the draw is final and no correspondence will be entered into.

#### The prize

20. There will be one prize. The maximum total prize value is up to AUD\$1200 based on the recommended retail value of flights to Thailand. The Promoter accepts no responsibility for any variation in the value of the prizes.
21. The prize flight value will be debited into the winners chosen account by EOB the day following the draw. Proof of reimbursement will be sent to the winner via email.
22. The prize includes the following for one person.

a) Return economy flights to either Bangkok or Phuket (depending on booked tour) on either Thai Airways or Singapore Airlines- operated services departing from the winner's choice from Melbourne, Sydney, Brisbane, Darwin, Adelaide, Perth, Auckland, Wellington or Christchurch.

The prize includes GST and taxes included in the price of the ticket. Unless otherwise stated, the prize does not include travel insurance, passports, meals, taxes not included in the price of the ticket, ground transportation, flights, accommodation or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of the prize-winner.

23. The Promoter will only accept 12 Entrants per Group Tour. Numbers will be capped and no exception will be made.
24. Prize travel and accommodation must be completed by 31 May 2019 (Bangkok) and 30 September 2019 (Phuket). Only for scheduled hosted Group Tours.
25. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accepts the conditions of use of that prize.

#### Notification of the winner

26. The winner will be notified by phone if not present for the live draw within 2 hours and their name will be published on the Promoters secure, private Group Tour page and anonymously on all social media and website sites, should the Entrant wish to stay

anonymous.

#### Right of the Promoter to redraw

27. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize.

#### Limitation of liability and variation of terms

28. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
29. The Promoter will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.
30. The exclusion of liability in clause 23 does not apply to limit or exclude liability: a) for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; and the Promoter's Conditions of Carriage and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions; or b) to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

#### Entry details and privacy

31. Entry details remain the property of the Promoter. The name and photograph of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities.