

# Terms and Conditions – Cape Lodge Competition

## 1. Definitions

Unless the context requires otherwise, in these terms and conditions:

- (a) **Cape Lodge** refers to the restaurant and accommodation lodge located at 3341 Caves Road, Yallingup WA which is operated by us.
- (b) **Prize** means the prize packages referred to in clause 6.1 (as substituted from time to time);
- (c) **Prize Winner** means an entrant that is selected in accordance with clause 5;
- (d) **Promotion** means the promotion as specified in these Terms and Conditions;
- **Promotion Period** means the period commencing at 09:00am (AWST) on 14 May 2025 and ending at 11.59pm (AWST) on 14 June 2025;
- (e) **us, we,** and **our** refers to Fiveight Cape Operations Pty Ltd ACN 654 582 091 of Level 10, 190 St Georges Terrace, Perth 6000, WA; and
- (f) **you** and **your** refers to the person entering the Promotion and accepting these terms and conditions.

## 2. Eligibility

To be eligible to enter the Promotion, you must:

- (a) not be an employee of us or an employee of any related body corporate or related entity of us;
- (b) be 18 years of age or older;
- (c) be a West Australian resident; and
- (d) have only submitted one (1) entry into the Promotion.

## 3. Entry to the Promotion

To enter the Promotion, you must:

- (a) sign up to the Cape Lodge mailing list via sign in form the social ad, and via the sign-up form on the competition website page;
- (b) meet the eligibility criteria specified in clause 2;
- (c) agree to these Terms and Condition; and
- (d) Agree to be added to the Cape Lodge mailing list.

No other method of entry will be accepted.

## 4. Draws

We will draw the Prize Winner within 1 business day of the close of the Promotion Period. The Prize Winner will be selected at random via a number generator and contacted by us by email using the email address specified in the subscription page. We will

select an eligible entry at random as the Prize Winner.

## 5. Award of Prizes

The Prize will be awarded to a Prize Winner only once they have claimed their Prize in accordance with clause 7 of these terms and conditions.

## 6. Prize

### 6.1 Prizes

The Prize Winner will receive one (1) Afternoon Tea Experience at Cape Lodge for two people on the day of their choice (Available Monday, Wednesday, Friday & Sunday from 3 PM) and one (1) Bottle of Vasse Felix Idee Fixe Rosé.

### 6.2 Prize Value

The maximum total retail value of the Prize is \$120.00.

### 6.3 Price Conditions

The Prize is subject to the following conditions:

- (a) **Expiry:** The Prize must be used by the Prize Winner by 11:59pm on 30 April 2026.
- (b) **No sale, transfer or exchange of Prize:** the Prize is non-transferable and cannot be exchanged or redeemed for cash, resold (at a premium or otherwise) or advertised or offered for resale through any medium. If for any reason, a Prize Winner cannot take any component of their Prize, then that component of the Prize will be forfeited.
- (c) **Prize Terms:** The components of the Prize are subject to availability. If any component of the Prize is unavailable for any reason due to circumstances beyond Cape Lodge's reasonable control, they reserve the right to substitute that component of the Prize with another prize of equal or greater value, subject to any applicable laws or written directions made under applicable legislation.
- (d) **Compliance:** it is a condition of accepting the Prize that the Prize must comply with any conditions of use applicable to the Prize as notified by Cape Lodge to the Prize Winner.

## 7. Claim of Prize

We will contact the Prize Winner via email within 1 business day of the draw completed in accordance with clause 5 to notify them that they are the Prize Winner. The Prize Winner must provide photo identification (and/or any other information we reasonably request) via email to our nominated representative to verify that they meet the eligibility criteria set out in clause 2 and that they are the relevant Prize Winner.

## 8. Redraw

We reserve the right to redraw the Prize, in accordance with the terms and conditions of the original draw, if the Prize Winner is unable to satisfy these terms and conditions or forfeits their right to their Prize. A redraw is to occur up to a maximum of ten times (or any other number of times as determined in our sole discretion). If a Prize Winner has not claimed their Prize in accordance with these terms and conditions after ten redraws (or the number of redraws we determine) the Prize will be forfeited 3 months from the date of the last redraw.

## 9. Winner publicity

You irrevocably agree that we may use your entry for any matter incidental to the Promotion (or any other promotion we run) without compensating you for such use, including:

- (a) that we will publish the Prize Winner on our website;
- (b) by reproducing and communicating your entry and/or that you are the Prize Winner to the public in whole or in part; and
- (c) by publicising, broadcasting and communicating your name, character, likeness and Instagram profile to the public.

## 10. General conditions

- (a) **Use of automated software:** the use of any automated entry software or any other mechanical or electronic means which allows you to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by you invalid.
- (b) **Lost or delayed communications:** we will not be responsible for any delayed, lost or misdirected email or any other communication.
- (c) **Disclaimer:** All times are best estimates only and we do not guarantee that events will take place exactly at the times stated in these terms and conditions. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram.
- (d) **Release:** to the extent permitted by law:
  - 1) you and any other person partaking in any component of a Prize, release and indemnify us in respect of any claim, loss, damage, injury, expense, cost or charge sustained or in any way incurred in connection with the Prize or Promotion, or your or their participation in the Prize or Promotion; and
  - 2) Us, our related entities, their officers, employees, contractors and agents will not be liable for any loss, damage personal injury or other liability (including direct, indirect,

consequential and economic losses) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any Prize.

- (e) **Force Majeure:** we will not be responsible for any forces of nature, pandemics, acts of God, war (declared or undeclared), riot, explosion, acts of terrorism, labour or industrial dispute including strike, action or inaction of Government (including in relation to COVID-19), forced or cessation of or interruption to trade and any other acts which are not reasonably within our control and may affect the Promotion or a Prize. If one or more of these acts occur, we reserve the right to cancel the Promotion, defer the Promotion, or change these terms and conditions.
- (f) **Disputes:** in the event of a dispute, our decision is final and binding and no correspondence will be entered into.
- (g) **Privacy Notice:** we may collect your personal information (including, for example, your name, handle and contact details) for the purposes of:
  - 1) conducting the Promotion, including publicising the results of the Promotion;
  - 2) running future promotions;
  - 3) our general marketing and publicity activities; and
  - 4) any other purposes related or ancillary to the above purposes.

We may disclose the personal information we collect to our related entities, the employees, contractors and agents of our related entities, and our employees, contractors, agents, partners and co-promoters in connection with the above purposes. By entering this Promotion, unless you otherwise advise us, you consent to the retention and use of your personal information in this manner. Additional information about how we collect, use and disclose personal information, and the privacy complaints process, is available in our privacy policy available at [www.fiveight.com/privacy-policy](http://www.fiveight.com/privacy-policy).

- (h) **Amending these terms and conditions:** subject to any applicable laws or written directions made under applicable legislation, we reserve the right to amend these terms and conditions to address any misinterpretation, misinformation or misunderstanding that may arise in the application of these terms and conditions.
- (i) **Acceptance of Terms and Conditions:** your participation in the Promotion constitutes an acceptance of these terms and conditions. If you do not accept all of

these terms and conditions, you must not participate in the Promotion.

- (j) **Disqualification:** we may disqualify you from participating in the Promotion for any reason in our sole discretion. You agree that any decision to disqualify you is final.
- (k) **Cancellation of the Promotion:** subject to any applicable laws or written directions, we reserve the right to cancel the Promotion at any time for any reason whatsoever.