

Quest Apartment Hotels Instagram Giveaway

Terms and Conditions

The terms and conditions apply to each separate Instagram giveaway conducted by the Promoter in collaboration with a Participating Creator (each an “**Activation**”). These terms and conditions, together with the schedule below (**Schedule**), comprise the Terms. A reference in these Terms to a clause is a reference to a clause in the body of these Terms, and a reference to an Item is a reference to an Item of the Schedule.

Each Activation is a separate promotion with its own Promotion Period, Participating Creator, Prize and Winner Determination Date, and these Terms apply to each Activation separately. An Eligible Entrant may enter more than one Activation and may win more than one Prize.

Schedule

General		
Item 1	Promotion	Quest Apartment Hotels Instagram Giveaway
Item 2	Promoter	Quest Serviced Apartments Pty Ltd ABN 25 119 523 483 of Level 7, 87 Wellington St, Collingwood VIC 3066 trading as Quest Apartment Hotels (Quest).
Item 3	Promotion Period	The Promotion Period for an Activation begins at the date and time the Promotion Post for that Activation is published, and ends at 11:59pm on the day immediately before the Winner Determination Date for that Activation. The Promotion Period is stated in the caption of the Promotion Post. No entries will be accepted outside of the Promotion Period.
Item 4	Participating Creator	The Participating Creator for each Activation is one of the following: • Sarita Holland, (@saritaholland) • Sabrina Lu, (@nourishfulsabrina)
Item 5	Game Type	This Promotion is a game of chance. The winner is determined by random draw. Skill plays no part in determining the winner.
Entry Details		
Item 6	Eligible Entrant	An “Eligible Entrant” is any natural person who:

		(a) is a resident of Australia aged 18 years or older at the time of entry; (b) holds a valid, active Instagram account that complies with Instagram's terms of use. The account must belong to the entrant and must not be a duplicate, fake, bulk-created or automated account; (a) is not an Excluded Person; and (b) complies with these Terms.
Item 7	Entry Procedure	Entry is free. No purchase is necessary and no entry fee or other consideration is payable to enter. Entrants are responsible only for their own internet or data charges, if any. Entries received before the Promotion opens or after it closes will not be accepted. To enter the Promotion, Eligible Entrants must during the Promotion Period: (a) like the Promotion Post; (b) tag one (1) or more Instagram user in the comments of the Promotion Post; and (c) follow both the Quest Apartment Hotels Instagram account (@questapartmenthotels) and the Participating Creator's Instagram account (as is relevant to the Activation). Please note the following rules related to each entry: (d) Eligible Entrants must remain following both the Quest Apartment Hotels Instagram account (@questapartmenthotels) and the Participating Creator's Instagram account up to and including the Winner Determination Date. Where an Entrant unfollows the Quest Apartment Hotels Instagram account and/or the Participating Creator's Instagram account before the Winner Determination Date, all entries submitted by such Entrant for the Promotion will be deemed invalid. (e) Entries are only valid if made on the Promotion Post. Comments on reposts, shares, stories or any other post will not constitute an entry for the purpose of this Promotion. (f) An entrant may not enter on behalf of another person, and a person who is tagged in a comment is not thereby entered in this Promotion.
Item 8	Multiple Entries	Yes. Each separate valid comment on the Promotion Post that tags a different, genuine Instagram account constitutes one (1) entry. Repeat tags of the same

		account, tags of accounts that do not exist, and bulk or automated comments will not be counted.
Winner Determination Details		
Item 9	Winner Determination Process	All valid entries received during the Promotion Period will be compiled into a single list and allocated a sequential entry number. Every valid entry has an equal chance of being drawn. All Eligible Entries received during the Promotion Period will be entered into a random prize draw to determine the Winner. The draw will be conducted by the Promotion Agency on behalf of the Promoter at the Location on the Winner Determination Date. The prize draw will be conducted using a random number generator or a method that ensures fairness, impartiality and compliance with all applicable laws. One (1) Winner will be drawn and awarded the Prize. The Winner will be notified in writing within seven (7) days of the Winner Determination Date by the Promoter or the Promotion Agency. The Promoter will publish the Winner's Instagram handle on the Website within seven (7) days of the Winner Determination Date, and the publication on the Website will remain available for at least twenty-eight (28) continuous days. If no valid entry is drawn, or a drawn entrant does not claim the Prize or is found to be ineligible, the Promoter will publish notice of that fact and of any redraw in the same manner.
Item 10	Winner Determination Date	A winner will be determined at 12:00pm on the date that is forty-five (45) days after the date the Promotion Post was published, as stated in the caption of the Promotion Post.
Prize Details		
Item 11	Prize	The Prize for each Activation is one (1) x \$500 Quest gift voucher (GST inclusive), redeemable towards accommodation at any Quest property in Australia. The Prize expires one (1) year after the date it is issued to the Winner. Blackout periods and the Quest property's standard booking, cancellation and minimum-stay conditions apply.
Item 12	Prize Terms	The Winner may use the Prize in accordance with the following terms: (a) the Prize may be redeemed towards accommodation at any Quest-branded property in Australia (as amended from time to time), in

		one or more bookings, until it is exhausted or expires. A list of Quest-branded properties is available on the Promoter's official website; (b) the Winner must redeem the whole of the Prize within one (1) year from the date the Prize is issued to the Winner; (c) the Prize does not include and is not redeemable towards flights, transfers, meals, incidentals, or any other cost associated with a stay at a Quest property; (d) all costs associated with any Quest accommodation beyond the value of the Prize are the Winner's responsibility; (e) redemption of the Prize for accommodation will be subject to: (i) availability at the time of booking; (ii) any blackout periods as determined by the Quest property that the Winner elects to use the Prize at; and (iii) the Quest property's standard booking, cancellation and minimum-stay conditions; (f) the Prize is not valid in conjunction with any other offer or promotion unless expressly stated; (g) the Prize is not transferable, non-refundable, not exchangeable, and not redeemable for cash; (h) any unused balance remaining when the Prize expires is not refundable and will not be paid out in cash; (i) if for any reason the Prize is unavailable, the Promoter reserves the right to substitute a prize of equal or greater value, subject to any applicable regulatory approvals; and (j) the Winner is responsible for any tax implications arising from receipt of the Prize and should seek independent financial advice.
--	--	--

Terms and Conditions

1. Definitions

Any capitalised words used in these Terms have the meaning given to them in the Schedule above and the following words have the corresponding meaning;

- (a) **Activation** means a single Instagram giveaway conducted by the Promoter in collaboration with a Participating Creator under these Terms, as specified in the Schedule for that giveaway;

- (b) **Business Day** means a day on which banks are open for business in Melbourne, Victoria, other than a Saturday, Sunday or public holiday;
- (c) **Eligible Entry** means an entry by an Eligible Entrant during the Promotion Period in accordance with the Entry Procedure;
- (d) **Excluded Person** means any of the following:
 - (i) directors, officers, employees and contractors of the Promoter and of any related body corporate of the Promoter;
 - (ii) directors, officers, employees and contractors of any Franchisee;
 - (iii) the Participating Creator, and the directors, officers, employees and contractors of the Participating Creator and of any agency that represents them;
 - (iv) any other person involved, whether as principal, agent or employee, in the conduct or promotion of this Promotion, including any advertising, media, promotional or fulfilment agency engaged in connection with it, and their directors, officers, employees and contractors; and
 - (v) the immediate family members (spouse, de facto partner, parent, child or sibling) and members of the household of any person described in paragraphs (i) to (iv);
- (e) **Franchisee** means a person that operates a Quest-branded or Quest-franchised business under a franchise agreement with the Promoter;
- (f) **Location** means the premises of the Promotion Agency at Unit 5/67/73 Hardware Ln, Melbourne VIC 3000, being the place at which each draw and any redraw is conducted;
- (g) **Privacy Policy** means the Promoter's privacy policy as available via the following link: <https://www.questapartments.com.au/privacy> (as amended, varied and updated from time to time);
- (h) **Promotion Agency** means Melbourne Social Co Pty Ltd ABN 43 609 030 864, being the agency employed by Quest to manage the operation of the Promotion. The Promotion Agency administers the Promotion on behalf of the Promoter, including managing direct messages with entrants, conducting the draw, verifying the Winner and arranging delivery of the Prize. The Promotion Agency is not the promoter of the Promotion;
- (i) **Promotion Post** means, in relation to an Activation, the Instagram post published by the Participating Creator at the direction of, and in collaboration with, the Promoter, which announces and promotes that Activation;
- (j) **Terms** means these terms and conditions including the Schedule;
- (k) **Winner** means the winning entrant determined in accordance with the Winner Determination Process specified in the Schedule; and

- (l) **Website** means the page on the Promoter's website at <https://www.questapartments.com.au/> on which these Terms and the Winner are published.

2. Interpretation

2.1 Unless the contrary intention appears:

- (a) in the event of any inconsistency between the body of these Terms and the Schedule, the Schedule will prevail to the extent of the inconsistency;
- (b) a singular word includes the plural and vice versa;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) general words are not to be construed as being limited by any specific example or illustration that follows them, and the words "includes", "including", "such as" and "for example" (and similar expressions) are to be construed without limitation;
- (e) all specified times are Australian Eastern Standard Time (AEST) or, when daylight saving is in operation in Victoria, Australian Eastern Daylight Time (AEDT); entrants in other States and Territories should convert accordingly; and
- (f) monetary amounts are expressed in Australian dollars.

3. Entry

3.1 The Promotion will be conducted during the Promotion Period. Entry into the Promotion is deemed acceptance of the Terms.

3.2 This Promotion is only open to Eligible Entrants.

3.3 Once an entry is submitted, the entrant cannot alter, delete or modify their entry.

3.4 An entry that is:

- (a) not completed in accordance with these Terms (including where the entry is not submitted in accordance with the Entry Procedure);
- (b) incomplete, indecipherable or illegible;
- (c) computer generated or generated using other automated means;
- (d) not received by the Promoter within the Promotion Period; or
- (e) submitted by persons who are:
 - (i) Excluded Persons; or
 - (ii) not Eligible Entrants,

will be deemed invalid by the Promoter.

- 3.5 Entries must be received during the Promotion Period. An entry is received when the comment is recorded on the Promotion Post.
- 3.6 If an Eligible Entry is invalid or if an entrant is unable or refuses to take part in any element of this Promotion, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
- 3.7 The Promoter reserves the right to verify the validity of entries and to disqualify any entrant or winner, who:
- (a) breaches these Terms;
 - (b) used more than one Instagram account, a false or automated account, or any script, bot or automated means to enter;
 - (c) tampers with the entry process;
 - (d) engages in unlawful, offensive, defamatory, discriminatory, obscene, inappropriate, fraudulent, misleading or deceptive behaviour (including any behaviour calculated to jeopardise the fair and proper conduct of the Promotion); or
 - (e) damages the goodwill or reputation of the Promoter.
- 3.8 If for any reason, the Promoter becomes aware after an entrant has won the Prize that the entrant has not complied with these Terms or that their entry is otherwise invalid, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a Winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
- 3.9 If there is a dispute as to the identity of an entrant for an Eligible Entry, the Promoter reserves the right to take such steps as is necessary to determine the identity of the entrant (including an entrant's age and place of residence). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 3.10 Any entry that contains content that the Promoter, in its reasonable discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity, will not be accepted as an Eligible Entry into the Promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion. The decision by the Promoter to accept or reject an entry is in the Promoter's reasonable discretion.
- 3.11 The Participating Creator has been engaged by the Promoter to publicise this Promotion. The Participating Creator is not the promoter of this Promotion. All entries are administered by the Promoter and, at the direction of the Promoter, by the Promotion Agency.

4. Prize

- 4.1 The Prize is subject to these Terms (which includes the Prize Terms).
- 4.2 Any additional costs not expressly stated but which may be incurred in acceptance and use of the Prize are the responsibility of the Winner.

- 4.3 To the extent permitted by law, the Promoter and its affiliates will not be liable for any loss related directly or indirectly to the Prize.
- 4.4 The Prize may be subject to further terms and conditions from third parties which are beyond the control of the Promoter and the Winner must accept those further terms and conditions (if applicable) as a condition of accepting the Prize.
- 4.5 Vouchers, gift cards, debit cards, passes and tickets are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged. Vouchers, gift cards, debit cards, passes and tickets cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a Prize is obtained through any of these methods, it will not be honoured by the Promoter or Prize supplier (as applicable).
- 4.6 If the Prize (or any component of the Prize) is unavailable due to circumstances beyond the reasonable control of the Promoter, the Promoter reserves the right to substitute the Prize (or component) with another prize of equal value, subject to the following:
- (a) the Promoter will use reasonable efforts to obtain the Winner's written agreement to the substitute prize; and
 - (b) if, despite those efforts, agreement cannot be reached, the substitute prize may be awarded without agreement, provided the unavailability was due to circumstances beyond the Promoter's control and subject to any approval required from the relevant regulatory authority.

No cash alternative will be offered, except at the Promoter's sole discretion or as required by law.

- 4.7 If requested by the Promoter, the Winner must sign an indemnity and exclusion of liability form provided by the Promoter before the Prize is awarded. If the Winner does not sign that form within the time reasonably requested, the Winner's claim will be deemed invalid.

5. Determination and Notification

- 5.1 The Winner will be determined by the Winner Determination Process specified in the Schedule on the Winner Determination Date.
- 5.2 The Winner will be notified and announced in the manner specified in the Schedule.
- 5.3 The Promoter, the Participating Creator and the companies/agencies associated with the Promotion may also publish the Instagram handle and/or name of the Winner on their website(s), social media page(s) and/or in trade publications.
- 5.4 By entering the Promotion, each entrant consents to their Instagram handle and/or name being published on the Website and the Promoter's and the Participating Creator's social media channels for the purpose of announcing the Winner of the Promotion.
- 5.5 The Promoter may require an entrant or a drawn entrant to provide evidence of their age, residency and identity to its reasonable satisfaction before awarding a prize.

6. Claiming Prizes

- 6.1 The Prize can only be awarded to winners that are able to verify their identity based on any verification that the Promoter reasonably requires. If verification cannot be completed within a reasonable time as stipulated by the Promoter, the relevant entry will be deemed invalid and, in turn, the determination of the winner will be invalidated.
- 6.2 After the Winner has been notified in accordance with the procedure set out in the Schedule, if:
- (a) a prize is not claimed by a winner, or the Promoter has been unable (despite reasonable efforts) to successfully contact the Winner, within the claim period in clause 6.3; or
 - (b) the Promoter determines a winner to be ineligible to win the Prize in accordance with these Terms,
- the drawn entrant forfeits all right to the Prize and the Promoter will conduct another draw.
- 6.3 A drawn entrant must claim the Prize, by responding to the Promoter and providing the information reasonably required to verify eligibility and deliver the Prize, within three (3) months of the date of the draw (**Claim Period**).
- 6.4 The Promoter will make every reasonable effort to contact a drawn entrant, and will keep and preserve the Prize throughout the Claim Period.
- 6.5 If, at the end of the Claim Period, the Prize remains unclaimed, or the drawn entrant cannot be identified or contacted after reasonable efforts, or the drawn entrant is found to be ineligible or is disqualified, the drawn entrant forfeits all right to the Prize and the Promoter will conduct a redraw as follows:
- (a) the redraw will be conducted at the Location at 12:00pm on the date falling three (3) months and seven (7) days after the Winner Determination Date;
 - (b) the redraw will be conducted on the same basis and by the same method as the original draw; and
 - (c) these Terms apply to the redraw winner as if they were the Winner, so that the redraw winner is notified in writing within seven (7) days of the redraw and published within seven (7) days of the redraw.
- 6.6 If the Prize remains unclaimed after the redraw under clause 6.5, the Promoter will publish notice of that fact on its Website and the Prize will not be awarded.

7. Amendment, suspension and cancellation

- 7.1 If this Promotion is not capable of being conducted as planned because of any cause beyond the Promoter's reasonable control (including infection by computer virus, tampering, unauthorised intervention, fraud, technical failure, or the unavailability of the Instagram platform) the Promoter may, subject to clause 7.2 and to any direction or approval required from a regulatory authority, amend, suspend, terminate, cancel or recommence the Promotion or invalidate any affected entries.
- 7.2 The Promoter will not, after the Promotion has commenced, amend, suspend, terminate or cancel the Promotion, or amend these Terms, without first obtaining the written approval of

any relevant authority where, and to the extent that, the Promoter is legally required to obtain that approval.

- 7.3 Where the Promoter amends these Terms with the approval required by clause 7.2, it will publish the amended terms on its Website and take reasonable steps to notify entrants a reasonable time before the draw.
- 7.4 Nothing in this clause permits the Promoter to withhold a prize from a person who has been determined as the Winner.

8. Privacy

- 8.1 The Promoter collects personal information from entrants in order to conduct the Promotion and for related purposes as set out below. By entering this Promotion, each entrant acknowledges that they have read, understood, and consents to the collection, use, and disclosure of their personal information as set out in these Terms and the Promoter's Privacy Policy. Personal information collected in connection with the Promotion is collected by the Promotion Agency on behalf of, and is disclosed to, the Promoter.
- 8.2 The Promoter collects and uses personal information for the primary purpose of administering the Promotion, which includes:
 - (a) verifying the entrant's identity and eligibility for the Promotion;
 - (b) contacting the entrant for purposes related to the Promotion;
 - (c) publishing the Winner's Instagram handle (or any other details legally required); and
 - (d) disclosing personal information to necessary third parties, including government and regulatory authorities, external service providers, contractors, and agents engaged by the Promoter to assist in the administration and marketing of the Promotion (such as digital platforms, fulfilment agencies, and IT service providers).
- 8.3 The Promoter will handle all personal information in accordance with its Privacy Policy.
- 8.4 The Promoter's Privacy Policy contains further information about how the Promoter collects, uses, and stores personal information, and how entrants can access or correct their personal information, or make a complaint.
- 8.5 If a drawn entrant fails to provide the personal information the Promoter reasonably requires to verify eligibility and deliver the Prize, or provides information that is incomplete or inaccurate, the Promoter may treat the Prize as unclaimed and clause 6.5 applies.
- 8.6 By submitting an entry, the entrant grants the Promoter and the Participating Creator a non-exclusive, royalty-free, worldwide licence to reproduce and communicate their Instagram handle and comment for the purposes of administering the Promotion and announcing the Winner. By submitting an entry, the entrant:
 - (a) warrants that they own or have the right to grant the Promoter all intellectual property rights in the entry;
 - (b) irrevocably assigns to the Promoter all rights, title, and interest in the entry; and

- (c) consents to any act or omission by or on behalf of the Promoter which may otherwise infringe any of the entrant's moral rights under the *Copyright Act 1968* (Cth).

9. Promoter's Liability

- 9.1 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 2010* (Cth), or any other implied warranties under any similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
- 9.2 Subject to clause 9.1, and except for any liability that cannot be excluded by law, the Promoter (including its respective officers, employees, and agents) excludes all liability for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special, or consequential, arising in any way out of the Promotion and this includes (without limitation):
 - (a) any loss arising from or contributed to by the negligence of the Promoter or its related entities, other than liability that cannot lawfully be excluded;
 - (b) any liability for personal injury or death; and
 - (c) use of a prize awarded under this Promotion, including the Prize.
- 9.3 Except for any liability that cannot be excluded by law, the Promoter (including its respective officers, employees, and agents) is not liable for any loss suffered or sustained by any person or property by reason of any act or omission, deliberate or negligent, in connection with the arrangement for, or the supply of, any goods or services by any person to the Winners.
- 9.4 To the extent permitted by law, the Promoter's liability for any breach of a Non-Excludable Guarantee (if any) is limited, at the Promoter's option, to:
 - (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (b) in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.
- 9.5 The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings on offer in this Promotion. Entrants should seek independent financial advice. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 9.6 Subject to any rights an entrant may have under any applicable law, the Promoter assumes no responsibility for the following, except to the extent caused or contributed to by the Promoter's own negligence:
 - (a) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any entrant whether caused by

problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;

- (b) any theft, destruction or unauthorised access to, or alteration of such communications;
- (c) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; or
- (d) any delay in issuing (when not directly caused by the Promoter or a relevant third party), or failure in issuing the Prize.

9.7 In the event the Promotion is not capable of being conducted as planned, for the reasons outlined in clause 7.1, the Promoter will not be liable for any loss or damage of any kind to entrants arising out of any resultant action taken by the Promoter.

9.8 No responsibility will be taken for unsuitable, lost, deleted, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

10. Dispute Resolution

10.1 If a dispute arises between an Eligible Entrant and the Promoter, both parties agree to deal with the dispute as follows:

- (a) the party claiming a dispute exists will give the other party notice in writing setting out the dispute;
- (b) the parties will then try to resolve the dispute by negotiation, within twenty (20) Business Days from when the notice is given; and
- (c) if the dispute is not resolved within twenty (20) Business Days, from when the notice is given, a party may submit the dispute to a form of alternative dispute resolution (including mediation).

11. General

11.1 Any cost associated with participating in the Promotion and/or accessing the relevant website and/or app related to this Promotion is the entrant's responsibility and is dependent on the internet service provider used.

11.2 This Promotion is governed by the laws of the State of Victoria, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of that State. Nothing in this clause limits any right an entrant has to bring proceedings in the State or Territory in which they reside.

11.3 This Promotion is in no way sponsored, endorsed, administered by, or associated with Meta Platforms, Inc. or Instagram.

11.4 By entering, each entrant completely releases Instagram and fully releases and holds Meta Platforms, Inc. harmless from all liability in connection with this Promotion.

11.5 Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Instagram or Meta.

- 11.6 Entrants must comply with Instagram's terms of use and community guidelines when entering.
- 11.7 This Promotion is not conducted, drawn or supervised by any government, government representative or public officer.
- 11.8 Nothing in these Terms limits any right an entrant has to make a complaint to the consumer protection or gambling regulator in their State or Territory, or to the Australian Competition and Consumer Commission or the Office of the Australian Information Commissioner.