

**TOCH Operations Pty Ltd**  
("Promoter")

**ULTIMATE WINTER STAYCATION**  
**THE OLD CLARE HOTEL x MCA – COMPETITION**  
("Promotion")

**CONDITIONS OF ENTRY**

1. Information on how to enter the Promotion and the prizes form part of these Conditions of Entry. Participation in this Promotion is deemed acceptance of these Conditions of Entry.
2. The Promotion is open to individuals who:
  - (a) are over 18 years of age;
  - (b) are a resident of Australia;
  - (c) are not employees (or immediate family members of such employees) of the Promoter and agencies associated with this Promotion; and
  - (d) have not been discovered to have breached these Conditions of Entry or Conditions of Entry of previous contests run by the Promoter, ("Entrants").

For the purpose of this clause, immediate family members mean any of the following: spouse, ex-spouse, de-facto spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

3. The Promoter reserves the right to verify the validity of entries and Entrants (including an Entrants age, identity and place of residence) and reserves the right to disqualify any Entrant who the Promoter has reasonable grounds to believe has breached any of these Conditions of Entry, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
4. It is a condition of entry that Entrants are able to accept the prizes as stated. Inability to accept a prize as stated will deem the participant an ineligible Entrant and the prize won will be forfeited.
5. All prices stated are in Australian dollars (AUD) as specified and represent the recommended retail price ("RRP") and include GST. All references to times and dates are reflected as to times and dates in Australian Central Standard Time. Times are stated using the 24-hour clock.

**PROMOTION PERIOD**

6. The Promotion commences for Entrants from **Wednesday 29<sup>th</sup> April 2026** and concludes on **Wednesday 20<sup>th</sup> May 2026 at 11:59 ACST** ("Promotion Period").

**HOW TO ENTER**

7. To enter the Promotion an Entrant will be required to:
  - I. Enter via the competition post on The Old Clare Hotel's Instagram account (<https://www.instagram.com/theoldclare>); and
  - II. Follow The Old Clare Hotel's Instagram account @theoldclare; and the MCA Instagram account @mca\_australia; and
  - III. Like the competition post; and
  - IV. Tag a friend in the comment section of the competition post.
8. Entrants can enter as many times as they like during the Promotion Period. Entrants can only enter in their own name.
9. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
10. Entries are deemed to be received at the time of receipt in the Promotion database and NOT the time of transmission by the Entrant.
11. No responsibility will be taken by the Promoter for any ineligible or lost entries or entries submitted or received by the Promoter after the closing date. Entries that do not comply with these Conditions of Entry, are incomplete, illegible, or submitted or received by the Promoter after the closing date will be declared void.
12. There will be a total of one winner determined in respect of this Promotion. The prize draw to determine the winner will take place on **Wednesday 27<sup>th</sup> May 2026**. The Promoter will contact the winner via Instagram Direct Message on **Wednesday 27<sup>th</sup> May 2026**. The Promoter will announce the prize winner in the comment section of the competition post within 24 hours following the draw.
13. This is a game of chance. All valid entries received during the Promotion will be placed into a third-party random name generator and the prize winner will be selected at random.
14. The Promoter reserves the right to appoint a replacement winner in the event of an Entrant failing to comply with these Conditions of Entry, or in circumstances where the initial winner cannot be contacted and does not claim the prize within 7 days from the date of the prize draw.
15. Any cost associated with accessing the Promotion website is the Entrant's responsibility and is dependent on the Internet service provider used.

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## PRIZE CONDITIONS

16. There will be one prize available with a total prize value of \$1,009 AUD. The prize comprises of:
  - I. 1 x two-night accommodation in a King Room at The Old Clare by Ode Hotels (\$799 AUD value)
  - II. 2 x all-access tickets to the MCA [Museum Admission + Tony Albert: Not a Souvenir] (\$70 AUD value)
  - III. 2 x breakfast for two people at Clare Bar on both mornings of their stay (\$35 AUD per person x 2 value)
17. The prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise advised. All prizes must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. No variations are permitted, and all prizes must be taken in its entirety. Any unused portion of any prize will be forfeited.
18. The redemption of the prize is subject to availability at the time of booking and is only valid for a two-night stay from June 1<sup>st</sup> 2026 until 11<sup>th</sup> October 2026. Blackout dates may apply.
19. All prize winners must make their own way to and from The Old Clare by Ode Hotels and MCA at their own costs.
20. The prize will be provided in an electronic format as an e-confirmation or e-voucher to the email address provided by the prize winner.
21. The Promoter accepts no responsibility for any variation in the value, performance, or availability of any prize. The Promoter reserves the right to amend or substitute the advertised prize for a prize of equivalent or greater retail value if, for any reason beyond the Promoter's reasonable control, the Promoter is not able to give the prize-winner the advertised prize. Any incidental costs relating to the prize are the responsibility of the winner.
22. As a condition of accepting any prize, all winners must sign any legal documentation as and, in the form, reasonably required by the Promoter, including but not limited to a legal release and indemnity form.
23. Prize winners are responsible for all other expenses and incidentals incurred at the Hotel, including meals, drinks, laundry charges, activities, car parking, other incidentals, gratuities, service charges, travel insurance, optional activities or excursions, merchandise or any other costs of a related, ancillary or incidental nature and all other ancillary costs. Unless expressly stated in these Conditions of Entry, all other travel and prize related expenses become the responsibility of the winner. A credit card imprint or cash deposit will be required from the winners at check-in to the Hotel for all incidental charges.
24. If a winner wishes to extend their stay at The Old Clare by Ode Hotels, it will be at their own expense.

## PRIZE WINNERS

25. The Promoter reserves the right to redraw the prize in the event of the winning Entrant failing to comply with these Conditions of Entry, forfeiting or not claiming the prize by **Wednesday 3<sup>rd</sup> May 2026**. If the prize remains unclaimed by that date a second draw will take place from the pool of valid entries via a third-party random name generator and announced within 24 hours following the second draw.
26. Each prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash. In the case of the intervention of any outside act, circumstance or event outside the Promoter's reasonable control which prevents or significantly hinders the Promoter's ability to proceed with the Promotion or provide the prizes on any dates or in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, pandemic, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or reschedule the Promotion.
27. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all indirect, special or consequential loss or damage, arising in any way out of the Promotion.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
29. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the user or for any of the equipment or programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of claims.
30. The Promoter does not assume responsibility for and expressly excludes any liability in relation to:
  - i. 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; or
  - ii. any technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times; or
  - iii. any theft, destruction or unauthorised access to, or alteration of such communications; or

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- iv. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion;
  - v. any incorrect or incomplete information, which may be communicated in the course of the administering this Promotion; or
  - vi. any government body order or restriction (for example, international or state border closures) which prevents or restricts a prize winner from being able to redeem their prize or stay at the Hotel.

**CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

#### **PERSONAL INFORMATION**

- 31. Entry details remain the property of the Promoter. Acceptance of a prize is deemed to be acceptance by the winner of these Conditions of Entry and approval for the Promoter to use the winner's name and image for publicity purposes, unless specifically requested by the winner not to do so at the time of entering the Promotion. Further, the winner may be required to participate in a media interview/s and/ or other promotional engagement as determined by the Promoter.
- 32. All claims and any copyright subsisting in the claims become and remain the property of the Promoter. The Promoter collects personal information about Entrants to include Entrants in the Promotion and where appropriate award any offer and/or prize, and Entrant acknowledges that such personal information may also be disclosed to relevant third parties for the specific purpose of administering the Promotion and providing the prizes. If the personal information requested is not provided, the Entrant may not participate in the Promotion. By participating in the Promotion, each Entrant also acknowledges that a further primary purpose for collection of Entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving its goods and services and to contact Entrants in the future with information on special offers or provide Entrants with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. Personal information may also be accessed by the Promoter's marketing and website service providers for the purpose of processing and conducting the Promotion and assisting with marketing communications. By entering the Promotion, each Entrant agrees that the Promoter may use Entrants' personal information in this manner. Entrants can also request to gain access to, update or correct any personal information by contacting the Promoter at the address or phone number below. Entrants wishing to opt out of the Promoter's marketing communications can also use the address or phone number below. All personal information will be stored at the office or in the electronic database of the Promoter. The Promoter collects, uses and handles the personal information of all Entrants in accordance with its Privacy Policy available at <https://www.odehotels.com/privacy-policy/>.
- 33. The laws of Australia apply to this Promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia. This Promotion is void where prohibited.
- 34. The Promoter is TOCH Operations Pty Ltd (ABN 73 670 129 736) of 1 Kensington St Chippendale, NSW 2008.