

Terms and Conditions – Gaia Retreat and Spa RESET25 Promotional Code

1 Definitions

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

- (a) **Promotion** means the RESET25 promotion to apply 25% off your online booking for 5 night or 7 night packages at Gaia Retreat & Spa as specified in these Terms and Conditions;
- (b) **Promotion Period** means the period commencing at 12.01am (AEST) on 2 July 2024 and ending at 11.59pm (AEST) on 26 August 2024;
- (c) **us, we, and our** refers to Fiveight Hinterland Operations Pty Ltd of Level 10, 190 St Georges Terrace, Perth 6000, WA; and
- (d) **you and your** refers to the person entering the Promotion and accepting these terms and conditions.

2 Eligibility

To be eligible to apply the Promotion, you must:

- (a) not be an employee of us or an employee of any related body corporate or related entity;
- (b) be 18 years of age or older; and
- (c) be a resident of Australia.

3 Promotion

3.1 Applying the Promotion

To apply the Promotion, you must:

- (a) complete an online booking for a 5 night or 7 night package via <https://www.gaiaretreat.com.au/> during the Promotion Period for stays prior to 31 August 2024;
- (b) agree to these Terms and Conditions; and
- (c) agree to be added to the Gaia Retreat & Spa mailing list.

3.2 Promotion Value

The Promotion is for a 25% discount of online bookings for 5 night and 7 night packages at Gaia Retreat & Spa and expressly excludes any additional charges or costs including but not limited to airport transfers, flights, and alcohol.

3.3 Conditions

The Promotion is subject to the following conditions:

- (a) **Valid for:** online bookings for the Promotion Period only.
- (b) **No sale, transfer or exchange of Prize:** the booking is non-transferable and the Promotion cannot be exchanged or redeemed for cash, resold (at a premium or otherwise) or advertised or offered for resale through any medium. It must not be used in conjunction with any other existing offer, gift voucher (including birthday gift vouchers) or return guest loyalty discount. If for any

reason, you need to cancel or defer your booking outside of the Promotion Period, then that Promotion will be forfeited.

- (c) **Block out dates:** Bookings which apply the Promotion cannot be made during the following key peak periods:

- (1) There are no block out dates associated with this promotion.

- (d) **Promotion Terms:** the Promotion is subject to availability. If bookings are unavailable for any reason due to circumstances beyond our reasonable control, we reserve the right to shorten or end the Promotion Period, subject to any applicable laws or written directions made under applicable legislation.

- (e) **Additional Terms:** it is a condition of applying the Promotion that guests comply with any conditions of use applicable to a booking. We are not responsible or liable for any loss, damage or injury suffered as a result of the conduct of the guest accepting or using the Promotion, except for any loss, damage or injury which is due to our negligence or wilful misconduct or which cannot be excluded by law. We are not responsible for any changes in times or dates, cancellations or rescheduling of events that may prevent you from applying the Promotion or fulfilling the booking.

4 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.

- (b) **Lost or delayed communications:** we will not be responsible for any delayed, lost or misdirected email or any other communication.

- (c) **Disclaimer:** our responsibility is limited to the Promotion as described in these terms and conditions. We do not accept any further liability or commitment beyond what is stated in these terms and conditions and will not be liable for any failure of our agents or contactors. 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 the Promotion, 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 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.

- (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. 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.

- (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.