

# Terms and Conditions

The terms and conditions below outline the terms associated with the use of our Websites and you will be bound by these conditions upon booking.

## 1 General

- 1.1 The Schoolies.com website is operated by Group Travel Manager Pty Ltd (ACN 132 055 077) ("GTM").
- 1.2 Please read the following terms and conditions carefully as these conditions incorporate the basis on which bookings via the Schoolies.com website are accepted.
- 1.3 By using the Schoolies.com website, you agree to be bound by these terms and conditions and also the provisions of our Privacy Policy.
- 1.4 GTM reserves the right at any time to vary, revise, add, amend, modify or delete the Schoolies.com website including these terms and conditions. The amended terms and conditions will take effect immediately upon being posted on the Schoolies.com website.
- 1.5 The laws of Queensland govern the operation of the Schoolies.com website and you agree to submit to the non-exclusive jurisdiction of the Courts of Queensland.
- 1.6 If any provision of these terms and conditions is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the terms and conditions which will continue in full force and effect.

## 2 Disclaimer

- 2.1 The information on the Schoolies.com website is provided in good faith and GTM believe it to be accurate. However if you wish to obtain services from the Schoolies.com website you should not rely solely on the information on the Schoolies.com website but should make specific enquiries concerning the nature of the accommodation and services and their suitability for your personal needs by contacting the accommodation provider directly.
- 2.2 Unless otherwise stated all information on the Schoolies.com website is supplied without any warranty, condition or other term as to the quality of any service or place of accommodation or its suitability for any particular purpose.
- 2.3 GTM and the Schoolies.com website are not liable to you or anyone else for any loss of deposit payment or any other indirect or financial loss suffered whether arising in contract, negligence or otherwise arising in connection with the use of the Schoolies.com website.
- 2.4 To the extent permitted by law GTM and the Schoolies.com website liability for breach of any implied warranty or condition which cannot be excluded is limited to the supply of the services again or the payment of the cost of having the service supplied again.

## 3 Acceptance

- 3.1 Your use of or access to the Schoolies.com website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the websites known collectively as the "Terms of Use".
- 3.2 By continuing to use and access the Schoolies.com website you agree to be bound by the Terms of Use. If you do not agree to the Terms of Use please stop using the website immediately.
- 3.3 GTM may at any time vary, revise, add, amend, modify or delete any part of these Terms of Use or the Schoolies.com website by publishing the variations on the Schoolies.com website. These amended Terms of Use will be effective immediately and you will be bound by the amended Terms of Use from that time on. As the Terms of Use may vary without notice we recommend that you read our Terms of Use each time you visit the Schoolies.com website.

## 4 Website Information

- 4.1 The Schoolies.com website discloses information about travel locations, dates, packages, information about the Schoolies.com website and many other things.

- 4.2 Some of this information is supplied to us by third party providers including hotels and accommodation providers. Therefore, although we have taken reasonable care to ensure that this information is correct and up-to-date we cannot check the accuracy of such information where it is provided to us by third parties. Accommodation providers reserve the right to change, close or remove facilities without notice
- 4.3 We accept no responsibility for information supplied to us by third parties. We recommend that you confirm all information contained on or linked from the Schoolies.com website with the relevant third party provider.
- 4.4 Inclusion on the Schoolies.com website does not guarantee that Schoolies specific events and activities will be available in all destinations or on all dates

## 5 2018 & 2019 Schoolies Dates

- 5.1 At the time of launch it is believed that the dates for 2018 Schoolies Week and 2019 Schoolies Week are as follows:

2018 - Week 1: 17 Nov - 24 Nov - QLD Schoolies

2018 - Week 2: 24 Nov - 1 Dec - NSW & VIC Schoolies

2018 - Week 3: 1 Dec - 8 Dec - NSW & VIC Schoolies

2019 - Week 1: 16 Nov - 23 Nov - QLD Schoolies

2019 - Week 2: 23 Nov - 30 Nov - NSW & VIC Schoolies

2019 - Week 3: 30 Nov - 7 Dec - NSW & VIC Schoolies

These dates are subject to confirmation from the Department of Education

Should these dates change, the Schoolies.com website will automatically move all existing bookings to the correct week for the relevant state and adjust accommodation rates accordingly.

## 6 How To Make A Booking

- 6.1 Bookings can be made over the internet at the Schoolies.com website or by calling our Call Centre on 07 5572 7627
- 6.2 Reservations are subject to availability and actual pricing at the time of booking.
- 6.3 Accommodation arrangements are based on using existing bedding only, i.e. this could mean sharing a double bed.
- 6.4 All prices are in Australian Dollars and quoted on a "per person" basis and are inclusive of GST. All rates quoted do not include Bonds (or optional extras such as event tickets and merchandise).
- 6.5 Every effort is made to ensure that the description of facilities and services provided at hotels and apartments listed on the Schoolies.com website is accurate however these are continually being changed, upgraded and on occasion taken out of service.
- 6.6 The Schoolies.com website cannot be held liable for omissions, errors, alterations to property facilities and services, whether temporary or permanent.
- 6.7 Rooms within many of the large apartment and hotel complexes on the Gold Coast are privately owned. Private owners can choose to manage their rooms in a variety of ways including via the onsite management, via a 3rd party agency and/or independently. Schoolies.com sell all rooms within a property regardless of how they are managed. Procedures for check in, key collection, check out and contact procedures during your stay will vary depending on how the individual room that you are staying in is managed. Schoolies.com will advise you in your travel documents, which are issued 21 days prior to arrival of the check in and out procedures for your room and will provide you with contact details for any queries during your stay.

## 7 Minors

- 7.1 If you are under the age of 18 years of age, your parent or guardian must make the booking via the Schoolies.com website.
- 7.2 If you are a minor you cannot make a booking using the Schoolies.com website.
- 7.3 If a booking is made and not authorised by your parent or guardian, the deposit paid at the time of booking shall be forfeited.
- 7.4 By making a booking via the Schoolies.com website, whether or not on behalf of a minor, you are deemed to have

accepted the Terms of Use.

## 8 Special requests

- 8.1 GTM will endeavour to accommodate any special requests but does not guarantee any special requests made.

## 9 Deposit

- 9.1 Any person making a booking shall be deemed to have read and accepted, and by making the booking, represents to the Schoolies.com website and GTM that he or she is authorised to accept the Terms of Use on behalf of all persons named in the booking.
- 9.2 The minimum amount of deposit payable for your booking must be received by the Schoolies.com website at the time of booking payable with a credit card online only. All deposits are non-refundable.
- 9.3 Deposits can only be paid via the Schoolies.com website or by calling our Call Centre on 07 5572 7627
- 9.4 The minimum amount of deposit payable for your booking will be advised at time of booking and must be paid at the same time as you make your reservation, otherwise the Schoolies.com website will be unable to hold your booking.
- 9.5 The deposit is non-refundable but a person may change the name of a group member to whom the deposit relates. If this occurs, the deposit and any additional payments for the original group member will be transferred to the new group member. Name changes can be made free of charge by logging into your booking and selecting the "Replace" button. There is a \$60 fee for name changes made through the call centre.
- 9.6 Name changes cannot be made within 60 days of travel.
- 9.7 Payment of a deposit will indicate acceptance of the Terms of Use of the Schoolies.com website packages.
- 9.8 If you are making a booking less than 60 days prior to check-in then you may be required to pay the total amount payable (including all Bonds) at the time of booking.
- 9.9 Deposit amounts are subject to change at any stage without notice.

## 10 Bali & Fiji Packages

- 10.1 For Bali & Fiji bookings a non-refundable deposit is required at time of booking. Name changes are not permitted. Final payment is 120 days prior to the date of your travel, which is usually around 31 July.
- 10.2 A charge of \$60 per person will apply to any changes in dates or buildings.
- 10.3 Bali & Fiji packages will run subject to minimum tour numbers. If minimum numbers are not reached GTM & the Schoolies.com website reserve the right to cancel the tour. If this occurs deposits will be refunded in full.
- 10.4 Bali & Fiji package prices are subject to change and may be adjusted at any time without notice. Price changes may occur as a result of factors outside of our control. Such factors may include (but are not limited to) currency fluctuations, fuel surcharges, taxes and airfare increases.
- 10.5 All Bali & Fiji Schoolies will be required to show proof of adequate Travel Insurance at time of travel. Failure to provide proof of valid travel insurance may result in your schoolies booking being cancelled and all monies paid being forfeited
- 10.6 Please also refer to specific terms in the House Rules of your chosen accommodation

## 11 Multiple Bookings

- 11.1 If you make multiple bookings to hold rooms, you will not be refunded for any payment made on the additional booking.
- 11.2 If you would like to stay for more than seven nights, the Schoolies.com website will treat each seven night stay ("Tour Date") as a separate booking.
- 11.3 Each Tour Date will require a separate deposit and a Bond per person.

## 12 Your Warranties

- 12.1 You warrant that:
- 12.1.1 you are at least 18 years of age and can use the Schoolies.com website and create legal binding obligations for any

liability you may incur as a result of using the Schoolies.com website;

- 12.1.2 you are responsible (financially and otherwise) for all uses of the Schoolies.com website by you and those using the Schoolies.com website using your login details, including your password;
- 12.1.3 the information you supply via the Schoolies.com website is accurate and not misleading, deceptive or likely to be misled or deceive; and
- 12.1.4 if you are not 18 years of age and you pay a deposit, you will forfeit the deposit paid for breach of this warranty.

## 13 The Group Organiser

- 13.1 You, as the group organiser have the responsibility to ensure that all members of your group have read and understood the Terms of Use and the House Rules.
- 13.2 You are able to make any changes necessary to your booking on behalf of the group via the Schoolies.com website.
- 13.3 By making a change to your booking, you represent to GTM and the Schoolies.com website that you have discussed any changes with your group and your group has accepted and agreed to the change.
- 13.4 It is your responsibility to inform your group of any changes that you make.
- 13.5 GTM and the Schoolies.com website are not responsible for and will not get involved with any disagreements within your group.

## 14 Bonds

- 14.1 Each member of the group is required to pay a Bond of \$200.00 payable 60 days prior to check-in.
- 14.2 A Bond is held as security against any additional cleaning, removal of excess rubbish, damage or undue wear and tear, among other things.
- 14.3 All damage, breakages and losses to property, furniture, keys or furnishings must be paid for by the group and any damage must be reported to the accommodation provider immediately.
- 14.4 It is the responsibility of the group and all members to leave the property clean and tidy. The condition of the property must be left as close as possible to the condition it was in when you began your stay.
- 14.5 Bonds will be made available for refund within approximately 10 business days after check-out provided that clearance from the accommodation provider has been received. Any disputes relating to bond deductions must be discussed directly with the accommodation provider. The accommodation provider is solely responsible for amendments to bond deductions.
- 14.6 Bonds will be refunded to your nominated bank account. All Bond forms must be signed to be processed. Any unsigned Bond forms will not be processed. Bonds will not be returned by any other means.

## 15 Payments

- 15.1 All payments, excluding the deposit can be made via the Schoolies.com website, or call centre, by BPAY or by credit card. All payments, if made by credit card excluding the deposit will incur a 1.5% surcharge.
- 15.2 Any fees charged to Schoolies.com by our credit card payment provider arising from a chargeback or a disputed charge on the cardholder's credit card will be charged to the cardholder. This fee is non-refundable.

## 16 Final Payment

- 16.1 The final payment, including all Bonds must be received at least 60 days prior to the date of your booking or 120 days prior to the date of your booking for Bali & Fiji packages. A bond is not considered paid unless the booking has been paid in full
- 16.2 If a deposit, final payment or bond is not received by the due date GTM and the Schoolies.com website reserves the right to cancel your booking. Refer to clause 21 for full details related to cancellation fees.
- 16.3 All prices quoted include GST.
- 16.4 Schoolies.com will release the booking details including the name and address of a Secret Schoolies hotel within 7 days of receiving final payment.

- 16.5 If an optional extra is not removed prior to final payment, payment will be required. If payment remains outstanding, the overdue amount will be deducted from your bond refund.

## 17 Amending Your Booking

- 17.1 You will be able to make the following changes to your booking via the Schoolies.com website by using your "Booking Number" and password that is issued at the time you pay your deposit:
- 17.1.1 change the name of a group member;
  - 17.1.2 change an e-mail address or contact details of a group member;
  - 17.1.3 cancel a group member;
  - 17.1.4 cancel a room;
  - 17.1.5 cancel the group organiser and select a new group organiser;
  - 17.1.6 cancel the entire booking; and
  - 17.1.7 make further payments.
- 17.2 If the size of your group changes you must notify us immediately. In the event that a group member cancels their booking, the price per person will increase.
- 17.3 If you wish to add an additional room to your booking, please contact our Call Centre on 07 5572 7627
- 17.4 Once the deposit has been paid, if you wish to change your accommodation building, room type or date of travel you will incur a \$60.00 amendment fee per person per change. Amendments must be notified in writing or via e-mail by the group organiser or by the guest whose booking is being amended. Any building change request will be subject to availability. Please note that it is not always possible to change buildings. GTM and the Schoolies.com website reserve the right to deny requests to change buildings.
- 17.5 No change of buildings or apartments or other travel arrangements is permitted within 60 days to check-in.
- 17.6 The group organiser has the responsibility of controlling all changes made to your booking.
- 17.7 Amendment fees paid in respect of your booking are non-refundable.
- 17.8 Split stays can be arranged subject to the agreeance of all roommates. Schoolies.com and Group Travel Manager will not be responsible for any disagreements related to bond refunds, deposits or other monies paid in respect of a booking where roommates have split their stay. All split stays will incur a \$60 amendment fee payable with Visa or MasterCard.

## 18 Room Occupancy

- 18.1 The room description information provided to you will include information about the minimum and maximum number of people that can share a room.
- 18.2 If your group does not consist of the minimum number of people then GTM and the Schoolies.com website may cancel your booking. If you need to change your booking to another building or room type due to insufficient persons, you will incur a \$60.00 amendment fee per person, per change.
- 18.3 The maximum number must be strictly adhered to at all times, and all members of the group agree to adhere to the maximum room occupancy.
- 18.4 GTM and the Schoolies.com website reserves the right to cancel any booking and retain all moneys paid to the Schoolies.com website in respect of the booking for any group that does not meet the minimum occupancy or exceeds the maximum room occupancy.

## 19 Travel Documents

- 19.1 Travel documents will be made available to you 21 days prior to check-in.
- 19.2 Travel documentation will not be available for any group members until all group member payments are made in full.

## 20 Cancellation of Bookings

- 20.1 Any cancellation that is made 60 days (120 days for Bali & Fiji) or more prior to check-in will forfeit all deposits paid in respect of the booking.

- 20.2 Any cancellation made within 60 days (120 days for Bali & Fiji) of check-in will forfeit the full cost of the booking excluding Bonds.
- 20.3 Cancellations can be made via the Schoolies.com website or by emailing info@schoolies.com.
- 20.4 Cancellations cannot be made via our Call Centre.
- 20.5 GTM and the Schoolies.com website is not responsible for informing group members that a person in their group has cancelled or that the booking has been cancelled in full.
- 20.6 No refunds will be given for an early departure.
- 20.7 Any fees paid in respect of your booking are non-refundable.

## 21 Travel Insurance

- 21.1 We recommend that all members of your group purchase adequate travel insurance at the time of booking and as such have automatically included this in your booking. If Travel Insurance is not required this policy may be removed at any time prior to final payment.
- 21.2 The Travel Insurance policy included in your Schoolies booking will commence on the date that full payment is received for your total schoolies package.
- 21.3 Travel Insurance prices are subject to change and may be adjusted at any time without notice. Final price will be confirmed at time of final payment.
- 21.4 GTM and the Schoolies.com website take no responsibility for any misadventure that prohibits a group or a group member from travelling.

## 22 Schoolies Events & Activities

- 22.1 Booking through Schoolies.com does not guarantee that Official Schoolies.com activities will be available at a destination, or that schoolies booked through Schoolies.com are pre-registered for these activities (where available). Some destinations do provide alcohol and drug free events. These events /activities, if provided may be organised by local or state governments or 3rd party organisations and information should be sort from the relevant body.
- 22.2 Optional club, party and festival tickets may be added to your booking. Please ensure you remove these from your booking prior to final payment if you do not wish to purchase them. No refunds will be offered if you fail to remove prior to final payment.
- 22.3 No refunds are offered in the event that you do not attend or you fail to pick up your ticket from the designated collection point.
- 22.4 GTM and Schoolies.com reserves the right to change, add, withdraw or substitute entertainment & venues where necessary. No refunds will be available in the event of a venue, artist or theme change.
- 22.5 Activities such as moshing, crowd surfing, climbing and stage diving are dangerous and may lead to eviction from the events. GTM and Schoolies.com accepts no liability for any injuries or damages caused by these activities.
- 22.6 Persons attending Schoolies.com Events do so at their own risk.
- 22.7 GTM and Schoolies.com shall not be held liable for any loss, injury or damages sustained entering or during the event, including theft or loss of personal belongings.
- 22.8 All Age Party Pass & Party Pass U18 give you access to 3 all age, supervised, no alcohol parties. Tickets are strictly limited. No refunds will be offered in the event that you do not attend or you fail to pick up your ticket from the designated collection point.
- 22.9 Club 18+ Pass gives you 7 nights access to partner clubs. Government approved ID will be required to gain entry into the venue. No refunds shall be provided if you purchase a pass and are underage. Excludes entry on special event nights. Entry will be subject to venue capacity. Please arrive early for best chance of getting entry to your preferred venue.
- 22.10 Schoolies Nation Beach Festival pass gives you access to a Beach Festival held on Surfers Paradise beach. The festival is exclusive to Schoolies and is an All Ages/Licensed Event. Government/School photo identification will be required at time of wristband collection. Refunds will not be available if entry is refused due to inability to provide correct identification. Event dates and venue subject to approvals. See separate event Terms and Conditions for more information.

- 22.11 Tour Pass (Beach Fest + All Age Parties) gives you access to Schoolies Nation Beach Festival and 3 nights access to the All Ages, fully supervised, no alcohol parties held at partner clubs. Tickets are strictly limited.
- 22.12 Tour Pass (Beach Fest + Club 18+ Pass) gives you access to the 2 night Schoolies Nation Beach Festival held on the 1st & 2nd of December and 7 night's access to partner clubs. Government/School photo identification will be required at time of wristband collection for all 18+ events. Refunds will not be available if entry is refused due to inability to provide correct identification. No refunds shall be provided if you purchase a pass and are underage. Excludes entry on special event nights. Entry will be subject to venue capacity. Please arrive early for best chance of getting entry to your preferred venue

## 23 Schoolies Singlets

- 23.1 Official Schoolies.com Singlets will be added to your booking. If you do not wish to purchase a singlet please ensure that you remove prior to final payment. Refunds will not be permitted once payment has been received
- 23.2 Your submittal of an online order is a conditional acceptance of Schoolies.com terms and conditions.
- 23.3 Full payment is required with your Schoolies booking no later than 60 days before travel. If payment remains outstanding, the overdue amount will be deducted from your bond refund.
- 23.4 Schoolies.com will reject any messages on singlets that include profanities or exceed 10 characters.
- 23.5 Changes or refunds are not permitted after final payment has been made.
- 23.6 Singlets are subject to availability and will be issued in order of payment received.
- 23.7 It is your responsibility to log in and customise your Schoolies Singlet. If you do not customise the singlet you will receive a blank one.
- 23.8 If the name/nickname/group is entered incorrectly, Schoolies.com will not accept returns. Refunds will not be available due to errors resulting from incorrect entry.
- 23.9 Schoolies.com will not refund or exchange if the sizing that is selected is incorrect.
- 23.10 Schoolies.com advise against using profanities and advertising phone numbers, Schoolies.com reserves the right to refuse service or cancel orders in its discretion.
- 23.11 Schoolies.com will notify Schoolies of the designated collection point and specified time allotments.
- 23.12 No refunds will be offered if you fail to collect your singlets from the designated collection point in the specified time allotment.
- 23.13 Failure to attend Schoolies will not result in a refund.
- 23.14 Claims of shortages, damages or defect items must be made within 24 hours of receipt. We reserve the right to replace or repair at our discretion.

## 24 House Rules

- 24.1 House Rules are the individual accommodation provider's terms and conditions.
- 24.2 You, and all members of your group, agree to abide by these terms and conditions during your stay.
- 24.3 The group organiser must ensure that all members have read the House Rules for your accommodation.
- 24.4 By confirming this booking you are confirming that you and all members of your group have read and agreed to the House Rules.
- 24.5 House Rules can be viewed by selecting the building name in the building list page on the Schoolies.com website and selecting the House Rules icon.
- 24.6 Accommodation providers reserve the right to be able to change their house rules without notice.
- 24.7 In the interest of all guests safety, accommodation providers reserve the right to be able to close off all balconies. Schoolies.com will notify you of any possible closures as soon as possible.

## 25 Information on our Websites

- 25.1 GTM and the Schoolies.com website endeavours to ensure that all information displayed on the Schoolies.com website is correct.

25.2 GTM and the Schoolies.com website will not be held responsible for any errors in content.

25.3 Please contact us if you have any queries regarding published information.

## 26 Schoolies Right to Amend

- 26.1 GTM and Schoolies organises and arranges the accommodation pursuant to the contractual arrangements it has with apartment owners and managers. GTM and the Schoolies.com website does not occupy or have any control over any hotel, apartment or unit and, as such, GTM and the Schoolies.com website are not liable for any damage or loss, whether to personal property or howsoever arising, to any person who has booked accommodation through the Schoolies.com website.
- 26.2 GTM and the Schoolies.com website cannot guarantee the availability of accommodation and GTM and the Schoolies.com website reserves the right to change bookings. GTM and the Schoolies.com website reserves the right at any time, in its absolute discretion, to modify any accommodation or to cancel the same without notice.
- 26.3 Whilst GTM makes every effort to ensure that all prices on the Schoolies.com website are accurate and up to date sometimes errors do occur and the prices stated are incorrect. GTM and the Schoolies.com website reserve the right to alter accommodation prices on the Schoolies.com website to reflect any increase in the cost of accommodation for reasons beyond our reasonable control. This may include (but is not limited to) pricing mistakes, errors or omissions. Where a pricing mistake, error or omission has occurred, GTM or the Schoolies.com website will use its best endeavours to notify you of the mistake, error or omission.
- 26.4 Confirmation of bookings and invoices are subject to re-issue if GTM or the Schoolies.com website discovers a pricing mistake, error or omission.
- 26.5 Upon GTM or the Schoolies.com website notifying you of the mistake, error or omission you can either agree to accept the amended price or you may cancel your booking.
- 26.6 In the event that an error occurs which results in a room being double booked or due to circumstances beyond our control the original room/property that was booked is no longer available, GTM and the Schoolies.com website will relocate your group to another venue at no extra charge to you and your group.
- 26.7 GTM and the Schoolies.com website will use its best endeavours to have you and your group relocated to a hotel of comparable quality and in a comparable location. If a property of comparable quality in a comparable location is not available, Schoolies.com may relocate you to a property of less comparable quality in a less comparable location in which Schoolies.com will pay you an amount which it reasonably believes represents the difference between the price payable for the alternative property and the prices paid by you for the original room/ property at which you had booked.
- 26.8 GTM and the Schoolies.com website will use its best endeavours to have you and your group relocated. In the event that GTM and the Schoolies.com website is unable to relocate your group GTM and the Schoolies.com website will refund all monies paid to the Schoolies.com website including all deposits.

## 27 Media

- 27.1 GTM and the Schoolies.com website reserves the right to use names, images, voices, statements or otherwise in any form of media whatsoever for the purposes of marketing, advertising, promotion, campaigns or any other form of publicity without payment or compensation to any GTM or the Schoolies.com website customer.

## 28 Email & SMS Updates

- 28.1 We may email to you updates about our products and services and the products and services of relevant 3rd party suppliers, that we think may be of interest to you. If you do not wish to remain a subscriber to our mailing list or otherwise receive updates on our products or services, you are able to remove your details from the subscription list by emailing [unsubscribe@grouptourmanager.com](mailto:unsubscribe@grouptourmanager.com) or by replying stop to an SMS

## 29 Your Privacy

- 29.1 We will handle your personal information in accordance with the terms and conditions set out in our Privacy Policy which is posted on the Schoolies.com website.

## 30 Our Relationship

- 30.1 No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended to be created between you and us by these Terms of Use.

## 31 Links and Third Party information

- 31.1 Schoolies.com contains links to sites operated by persons and companies outside of the Schoolies.com website. We provide these links for your assistance and information. We are not responsible for the availability or content of these third party sites and we are not responsible for any goods and services available from these sites.

## 32 Intellectual Property Rights

- 32.1 The copyright and other intellectual property in the Schoolies.com website is owned by GTM or by a third party who has given GTM and the Schoolies.com website permission to use them.

## 33 Trademarks

- 33.1 Any and all Trademarks shown on the Schoolies.com website are the trademark of their respective owners.
- 33.2 Nothing contained on the Schoolies.com website shall be construed as the granting of any licence, right to use of any or all trademarks shown on the Schoolies Websites.

## 34 Indemnity

- 34.1 You, and all members of your group agree to indemnify GTM and the Schoolies.com website and their respective affiliates, employees and others against any loss and damage suffered, costs incurred, by them in connection with you and your groups use of the Schoolies.com website and any breach by you of the Terms of Use and any other legal obligation.

## 35 Registrations & Photo Registrations

- 35.1 From time to time Schoolies.com and relevant 3rd party partners may send you information and/or contact you directly about products and services that we think you may be interested in. If you do not wish to remain a subscriber to our mailing list or otherwise receive updates on our products or services, you are able to remove your details from the subscription list by emailing [unsubscribe@grouptravelmanager.com](mailto:unsubscribe@grouptravelmanager.com).
- 35.2 Confidential information will not be disclosed to individuals or organisations outside of Schoolies.com without prior consent, unless required to do so by law, or if the disclosure is permitted under the Privacy Act.

## 36 Competitions

- 36.1 From time to time Schoolies.com may run competitions on social media and through other channels such as TV and radio. The promoter of these competition is Schoolies.com.
- 36.2 The only persons who may enter and be awarded prizes are Australian residents who are not employees of the promoter or its related bodies corporate, or immediate family of such employees.
- 36.3 By entering the competition, participants agree to be bound by these terms and conditions.
- 36.4 Unless stated otherwise participants may only enter the competition once, and only the first received entry will be valid if more than one entry is received from a participant.
- 36.5 Entries are only valid if the participant has an accommodation booking with Schoolies.com. Unless otherwise stated.
- 36.6 Winners will be selected by a panel of representatives of the promoter who, at their discretion, will select the best answer/s based upon originality, creativity, and adherence to the word limit.
- 36.7 Chance does play part in determining the winners.
- 36.8 Incomplete, Indecipherable or illegible entries will be deemed invalid. Entries that contain objectionable, harassing,

defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive content will be deemed invalid.

- 36.9 All prizes must be taken as offered and not exchangeable, transferable, redeemable for cash or resale. In the event that a prize is unavailable, the promoter reserves the right to substitute a prize of equal or greater value. Prizes unclaimed after a period of one month from the date of notification of the winner may be forfeited and used by the promoter at the discretion of the promoter.
- 36.10 Winner/s will be notified by email and telephone.
- 36.11 From time to time Schoolies.com may run competitions with additional terms. These will be advised at time of entry.

## 37 Secret Schoolies Hotels

- 37.1 All Secret Schoolies Hotels are available to new bookings only.
- 37.2 All Secret Schoolies Hotels bookings are subject to standard booking terms and conditions.
- 37.3 Schoolies.com guarantees all Secret Schoolies Hotel bookings will be booked into an official Schoolies.com hotel.
- 37.4 Schoolies.com will release the booking details including the name and address of All Secret Schoolies Hotels within 30 days of travel.
- 37.5 All Secret Schoolies Hotel bookings are final and cannot be changed, refunded, exchanged or transferred.
- 37.6 No name changes are permitted on Secret Schoolies Hotel bookings.
- 37.7 All Secret Schoolies Hotel rates quoted are on a "per person" basis and are inclusive of GST. All rates quoted do not include Bonds.
- 37.8 Every effort is made to ensure that the description of facilities and services provided at hotels and apartments listed on the Schoolies.com website is accurate however these are continually being changed, upgraded and on occasion taken out of service.
- 37.9 The Schoolies.com website cannot be held liable for omissions, errors, alterations to property facilities and services, whether temporary or permanent.

## 38 EOFY Sale

- 38.1 The EOFYS Sale is only valid for 2018 Schoolies bookings that are booked between 19 – 30 June 2018.
- 38.2 The EOFYS code only applies to 2018 Flash Sale rooms and must be entered at time of booking to be valid.
- 38.3 The EOFYS code cannot be added to a booking, after the booking has been completed and confirmed.