

## **Mantra Mystery Hotel Terms and Conditions (“MH Terms & Conditions”)**

1. Please read these MH Terms & Conditions carefully.

### **BOOKING & PAYMENT INFORMATION**

2. All Mantra Mystery Hotel bookings are made subject to these MH Terms and Conditions and the person making the booking will be deemed to have accepted these MH Terms and Conditions on behalf of all persons who will be staying under the Mystery Hotel booking (“**Mystery Hotel Booking**”).
3. These MH Terms & Conditions override the standard Mantra Group Booking Terms & Conditions.
4. Mystery Hotel Bookings are available for stays at four (4) participating Mantra properties located in Surfers Paradise, Queensland, Australia and six (6) participating Mantra properties located in Melbourne, Victoria, Australia (“**Mystery Hotel(s)**”).
5. Given the discounted Mystery Hotel rates:
  - i) at the time of making a Mystery Hotel Booking the name and relevant details of the Mystery Hotel will not be visible. Once the Mystery Hotel Booking has been completed the name and relevant details of the Mystery Hotel will be provided by Mantra Group Reservations;
  - ii) completed Mystery Hotel Bookings are final and cannot be cancelled, refunded, changed, exchanged or transferred; and
  - iii) Mystery Hotel Bookings are subject to availability and block out dates may apply.
6. Mystery Hotel rates may be subject to change and depend on hotel occupancy, seasonality, room type availability etc.
7. Mystery Hotel rooms contain the features outlined on the “Book Now” website page for the respective room type. For Mystery Hotel Bookings, Mantra cannot guarantee floor level, view type or bedding arrangement.
8. Full payment is required at the time of making a Mystery Hotel Booking. A surcharge will apply to payments made by Visa, Mastercard, Diners, American Express and PayPal. The surcharge applied to these cards may vary and is displayed at the time payment for the booking is to be made. No surcharge will be applied to payment made using POLI internet banking.
9. Mystery Hotel Bookings cannot be made in conjunction with any other accommodation offer or discount (including any Mantra+ Loyalty Program discount, however all other benefits Mantra+ benefits shall be available for Mystery Hotel Bookings).

### **PHOTOGRAPHIC IDENTIFICATION**

10. When you check-in you may be asked to provide photographic identification.
11. If you are unable to provide such identification your booking may be cancelled and you may be liable to pay Mantra Group an amount equal to the full booking amount plus any other costs incurred by Mantra Group in connection with the booking. Accordingly, any pre-payment you have made in relation to the booking will be forfeited to Mantra Group under this term.

### **REFUNDS**

12. To the extent permitted by law any amount paid by you to Mantra Group for your booking is non-refundable unless stated otherwise in these MH Terms & Conditions.

## **CHECK-IN**

13. Standard check-in time is 2:00pm but times may vary for particular Mystery Hotel and you should confirm the check-in time with the relevant Mystery Hotel prior to your scheduled check-in day.
14. If you wish to guarantee your ability to check-in prior to 2:00pm you must book an additional night's stay and pay the applicable rate for that additional night.

## **CHECK-OUT - STANDARD**

15. Standard check-out time is 10:00am but times may vary for particular Mystery Hotel and you should confirm the check-out time with the relevant Mystery Hotel prior to your scheduled check-out day.

## **SECURITY DEPOSITS**

16. You must provide a credit card authorisation or imprint when you check-in.
17. This authorisation may be used to cover incidental items including but not limited to telephone charges, security bond or deposit for any breakages or damage incurred during your stay or cleaning charges in excess of the normal level of cleaning.
18. The pre-authorisation process validates your credit card, and protects both the cardholder and merchant from increasing fraud incidents.
19. The pre-authorised amount is set aside by the card issuer for a period of up to 14 days from the date of pre-authorisation and the pre-authorisation will affect your available funds balance or spending limit. For more information on this practice please contact your card issuer.
20. Once a pre-authorisation has been made, Mantra Group cannot release, remove or lower the authorised amount, until we process the final account on departure. This is a restriction imposed by the card issuer, and cannot be negotiated.

## **EXTRA PERSON POLICY**

21. Persons aged over 12 years will be charged Extra Person rates (\$40 per person) for each person staying in a room which exceeds the maximum occupancy for the room type, or where extra beds or linen are required.
22. Extra person room rates will be charged on a room only basis, unless otherwise stated.

## **UNACCOMPANIED MINORS**

23. All guests under the age of 18 must be accompanied by a responsible adult such as a parent, step-parent, guardian or other adult who has parental rights and responsibilities for the under 18 year old guest.
24. If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult Mantra Group may immediately cancel the guest's booking and the full booking amount will be forfeited to Mantra Group under this clause.

## **THIRD PARTY PRODUCTS & SERVICES**

25. Third party products or services are sometimes sold together with accommodation provided by Mantra Group. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement Mantra Group has in facilitating your booking with the third party is as the third party's agent. Mantra Group is in no way the supplier of the products and services and to the extent permitted by law Mantra Group is not liable for any

failure by the third party to provide the products or services, nor for any act, error, omission, default or negligence of the third party.

26. All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.
27. Mantra Group does not warrant the accuracy of any information, statements or representations made by third parties

#### **RELEASE, INDEMNITY AND PROPORTIONATE LIABILITY**

28. To the extent permitted by the law, you agree to release, indemnify and hold harmless, Mantra Group and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the relevant Mystery Hotel except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from Mantra Group's negligence, wrongful act/omission or breach of these MH Terms and Conditions.
29. To the extent permitted by law the aggregate of Mantra Group's liability to you is limited to an amount not exceeding the amount paid by you for your booking.
30. Each indemnity in these MH Terms and Conditions is a continuing and independent obligation and survives the termination or expiry of these MH Terms and Conditions.

#### **CONSUMER LAW**

31. To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Mantra Group are excluded under these MH Terms and Conditions.
32. Nothing contained in these MH Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits Mantra Group to limit its liability, then Mantra Group's liability is limited to:
  - i) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
  - ii) in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

#### **EVENTS BEYOND CONTROL**

33. Mantra Group is not responsible for any loss arising out of any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule.
34. All travel documents, observance of laws and government regulations are your responsibility.

#### **USE OF INFORMATION**

35. You consent and authorise Mantra Group and the relevant Mystery Hotel to collect, use and disclose your personal information for the purposes of administering your booking and providing you with any services associated with your booking.
36. You consent to information which you have provided to Mantra Group or the relevant Mystery Hotel as part of your booking being used by Mantra Group, the relevant Mystery Hotel or any of their related bodies corporate for the purpose of informing you about offers and promotions which relate Mantra Group, Mantra Group's related bodies corporate or Mystery Hotel.
37. Mantra Group will not provide or disclose any information you have provided to Mantra Group or the relevant Mystery Hotel to any person other than a related body corporate without your prior written consent.
38. Upon request by you and to the extent permitted or required by law, Mantra Group will provide you with access to and/or the ability to correct your personal information however only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking.
39. For more information, please refer to the Privacy Policy on the website of the relevant Mystery Hotel.

#### **GENERAL**

40. The MH Terms and Conditions are governed by and will be construed in accordance with the laws of the State of Queensland, Australia.
41. If part or all of any clause of these MH Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these MH Terms and Conditions and the remaining provisions of these MH Terms and Conditions will continue to have full force and effect.