

Competition Details of Participation – Game of Chance

Terms defined in this table are referenced throughout the operative terms and conditions below and carry the same meaning as in this table.

Word	Description/Meaning
Promoter	Wyndham Vacation Resorts Asia Pacific Pty Ltd
Address	Wyndham Corporate Centre, 1 Corporate Court, Bundall Qld 4217
ACN	090 083 613
Telephone/Fax	+61 7 5512 8888 / +61 7 5512 8775
Competition Details	
Competition	2017 Be in it to Wyn It Competition
Versions of this Competition	Flyer
Competition Website	N/A
Competition Start Date and Time	01/08/2017 at 6:00am AEST
Competition End Date and Time	31/12/2017 at 11:59pm AEST
Entry Details	
Eligible Entrants	<p>Australian, New Zealand or Fiji permanent residents, who:</p> <ul style="list-style-type: none"> • are aged 18 years or over; • attend and complete a Vacation Ownership presentation with the <i>Promoter</i> during the competition period; • purchase Vacation Credits in the WorldMark South Pacific Club during a Vacation Ownership presentation (both new and existing Owners) (“the Presentation”); • <i>Finalise the Purchase by;</i> <ol style="list-style-type: none"> 1. Returning to the Promoter all documents fully executed as required; 2. Either by obtaining finance approval from Finance by Wyndham or pay all monies payable to the Promotion to acquire the Ownership or additional Vacation Credits; 3. All cooling off periods must have expired: and 4. In the event the entrant’s Ownership is cancelled during the competition period their entry will no longer be eligible. <p>Should entrant choose to make an application for finance with Finance by Wyndham Pty Ltd:</p> <ul style="list-style-type: none"> • provide satisfactory evidence of income to support the application within 7 days following the day of the Presentation, to Finance by Wyndham Pty Ltd; or <p>Should entrant choose not to make an application for finance with Finance by Wyndham Pty Ltd;</p> <ul style="list-style-type: none"> • provide payment in full within 7 days from the day of the Presentation.

	To be an eligible entrant, you must submit an Eligible Entry in accordance with these Details of Participation. Individuals who purchase WorldMark South Pacific Club Vacation Credits from persons other than from the <i>Promoter</i> are not eligible to enter this promotion.
Number of Allowable Entries	Only 1 competition entry is permitted per Ownership.
Eligible Entry	Only the <i>Promoter</i> may enter the participant.

Prize Details													
Total Prize Retail Value	AUD\$10,480.00												
Prize	Monthly Prizes: 1 x 10,000 Incentive Credits, valued at AUD\$1,900.00 and 1 x Housekeeping Token, valued at AUD\$196.00 (a total of 5 prizes valued at AUD\$2,096.00 each).												
Entry Start Date and Time	Entries commence from 6.00AM AEST on the below dates: <table border="1"> <thead> <tr> <th>Prize</th> <th>Start Date</th> </tr> </thead> <tbody> <tr> <td>Monthly Prize Draw 1</td> <td>1 August 2017</td> </tr> <tr> <td>Monthly Prize Draw 2</td> <td>1 September 2017</td> </tr> <tr> <td>Monthly Prize Draw 3</td> <td>1 October 2017</td> </tr> <tr> <td>Monthly Prize Draw 4</td> <td>1 November 2017</td> </tr> <tr> <td>Monthly Prize Draw 5</td> <td>1 December 2017</td> </tr> </tbody> </table>	Prize	Start Date	Monthly Prize Draw 1	1 August 2017	Monthly Prize Draw 2	1 September 2017	Monthly Prize Draw 3	1 October 2017	Monthly Prize Draw 4	1 November 2017	Monthly Prize Draw 5	1 December 2017
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Entry Close Date and Time	Entries must be received by 11.59PM AEST on the below dates: <table border="1"> <thead> <tr> <th>Prize</th> <th>Close Date</th> </tr> </thead> <tbody> <tr> <td>Monthly Prize Draw 1</td> <td>31 August 2017</td> </tr> <tr> <td>Monthly Prize Draw 2</td> <td>30 September 2017</td> </tr> <tr> <td>Monthly Prize Draw 3</td> <td>31 October 2017</td> </tr> <tr> <td>Monthly Prize Draw 4</td> <td>30 November 2017</td> </tr> <tr> <td>Monthly Prize Draw 5</td> <td>31 December 2017</td> </tr> </tbody> </table> <p>Entries will be included in the month the <i>Eligible Entrant</i> was able to <i>Finalise the Purchase</i>.</p>	Prize	Close Date	Monthly Prize Draw 1	31 August 2017	Monthly Prize Draw 2	30 September 2017	Monthly Prize Draw 3	31 October 2017	Monthly Prize Draw 4	30 November 2017	Monthly Prize Draw 5	31 December 2017
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Date and Time of Prize Draw	Each <i>Prize</i> will be drawn at 2:00pm AEST on the below dates: <table border="1"> <thead> <tr> <th>Prize</th> <th>Draw Date</th> </tr> </thead> <tbody> <tr> <td>Monthly Prize Draw 1</td> <td>12 September 2017</td> </tr> <tr> <td>Monthly Prize Draw 2</td> <td>10 October 2017</td> </tr> <tr> <td>Monthly Prize Draw 3</td> <td>14 November 2017</td> </tr> <tr> <td>Monthly Prize Draw 4</td> <td>12 December 2017</td> </tr> <tr> <td>Monthly Prize Draw 5</td> <td>09 January 2018</td> </tr> </tbody> </table>	Prize	Draw Date	Monthly Prize Draw 1	12 September 2017	Monthly Prize Draw 2	10 October 2017	Monthly Prize Draw 3	14 November 2017	Monthly Prize Draw 4	12 December 2017	Monthly Prize Draw 5	09 January 2018
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Location of Prize Draw	Wyndham Corporate Centre, Level 5, 1 Corporate Court, Bundall QLD 4217, Australia												
Method of Prize Draw	Electronic												

Prize Winner Notification & Publication Dates	<table border="1"> <thead> <tr> <th data-bbox="687 141 1062 174">Prize</th> <th data-bbox="1062 141 1442 174">Publish Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="687 174 1062 208">Monthly Prize Draw 1</td> <td data-bbox="1062 174 1442 208">19 September 2017</td> </tr> <tr> <td data-bbox="687 208 1062 241">Monthly Prize Draw 2</td> <td data-bbox="1062 208 1442 241">17 October 2017</td> </tr> <tr> <td data-bbox="687 241 1062 275">Monthly Prize Draw 3</td> <td data-bbox="1062 241 1442 275">21 November 2017</td> </tr> <tr> <td data-bbox="687 275 1062 309">Monthly Prize Draw 4</td> <td data-bbox="1062 275 1442 309">19 December 2017</td> </tr> <tr> <td data-bbox="687 309 1062 331">Monthly Prize Draw 5</td> <td data-bbox="1062 309 1442 331">16 January 2017</td> </tr> </tbody> </table>	Prize	Publish Date	Monthly Prize Draw 1	19 September 2017	Monthly Prize Draw 2	17 October 2017	Monthly Prize Draw 3	21 November 2017	Monthly Prize Draw 4	19 December 2017	Monthly Prize Draw 5	16 January 2017
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Prize Winner Notification & Publication Method	Winners' will be published on www.wyndhamap.com/winners and notified by phone and mail or email on the dates outlined in the <i>Prize Winner Notification & Publication Dates table</i> .												
Prize Redraw Publication Date (if applicable)	<table border="1"> <thead> <tr> <th data-bbox="687 674 1062 707">Prize</th> <th data-bbox="1062 674 1442 707">Redraw Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="687 707 1062 741">Monthly Prize Draw 1</td> <td data-bbox="1062 707 1442 741">19 December 2017</td> </tr> <tr> <td data-bbox="687 741 1062 775">Monthly Prize Draw 2</td> <td data-bbox="1062 741 1442 775">16 January 2018</td> </tr> <tr> <td data-bbox="687 775 1062 808">Monthly Prize Draw 3</td> <td data-bbox="1062 775 1442 808">20 February 2018</td> </tr> <tr> <td data-bbox="687 808 1062 842">Monthly Prize Draw 4</td> <td data-bbox="1062 808 1442 842">20 March 2018</td> </tr> <tr> <td data-bbox="687 842 1062 864">Monthly Prize Draw 5</td> <td data-bbox="1062 842 1442 864">17 April 2018</td> </tr> </tbody> </table>	Prize	Redraw Date	Monthly Prize Draw 1	19 December 2017	Monthly Prize Draw 2	16 January 2018	Monthly Prize Draw 3	20 February 2018	Monthly Prize Draw 4	20 March 2018	Monthly Prize Draw 5	17 April 2018
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Prize Conditions													
Time for Redemption	12 months from date of Incentive Credits and Housekeeping Token awarded to Owners account												
Non-Cash Prize	A prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other country.												
Costs in Excess of the Prize	The amount by which the <i>Prize Value</i> is exceeded.												
Time Limits	Incentive Credits and Housekeeping Token valid for 12 months from date of award (Date of Prize Draw) and must be booked for use before Credits expiry. Actual use may be taken after expiry of Incentive Credits.												
Finalise the purchase	<p><i>Eligible Entrant</i> must:</p> <ul style="list-style-type: none"> • return to the Promoter all documents fully executed as required; • obtain finance approval from Finance by Wyndham or paid all monies payable to the Promoter to acquire the Ownership or additional Vacation Credits; • all cooling off periods must have expired; and • in the event the entrant's Ownership is cancelled during the competition period their entry will no longer be eligible. 												
Individual Terms and Conditions	<ol style="list-style-type: none"> 1. Incentive Credits expire after 12 months from the date of award (Date of Prize Draw). 2. Incentive Credits may only be used on accommodation at WorldMark South Pacific Club Resorts and exchanges with RCI, ICE and Interval International and may not be used for Associate Resorts, Travel by Wyndham deals or any other travel or accommodation outside the WorldMark South Pacific Club. 3. The issue of these Incentive Credits does not impact your Privileges by Wyndham tier or program benefits. Incentive Credits awarded will not change Privileges by Wyndham member's trial tier. 4. Incentive Credits and Housekeeping Token are valid for 12 months from date of award (Date of Prize Draw) and 												

must be booked for use before Credits expiry. Actual use may be taken after expiry of Incentive Credits and Housekeeping Token.

5. WorldMark South Pacific Club Owners must, at all times, be in good standing with both Finance by Wyndham Pty Ltd ACN 091 790 993 and WorldMark South Pacific Club ARSN 092 334 015 in order to use Incentive Credits and Housekeeping Token.

Operative Terms and Conditions

1. General

- 1.1. Information on how to enter the *Competition* forms part of these Details of Participation and entry is deemed as acceptance of them.
- 1.2. Entries not received by *Competition End Date and Time* or not completed in accordance with these Details of Participation will not be eligible to win.

2. Prize Terms

- 2.1. *Prize* awarded on *Date and Time of Prize Draw*.
- 2.2. Winner to receive *Prize* as at the *Total Prize Retail Value* described in table above.
- 2.3. If for any reason the *Prize* is not available, the *Promoter* reserves the right to substitute another item for the *Prize*, in its sole discretion, of equal or higher value, subject to Regulatory Authority approval.
- 2.4. *Total Prize Retail Value* is correct at time of publication.

3. Entry Terms

- 3.1. Contest is open to *Eligible Entrants* only.
- 3.2. *Eligible Entrants* must comply with the *Number of Allowable Entries*.
- 3.3. In order to determine if entrants have exceeded the Number of Allowable Entries, the *Promoter* will consider the information held in the *Promoter's* database including:
 - i. Owner Number;
 - ii. Name;
 - iii. Residential address;
 - iv. Email address; and
 - v. Phone contact details

Where any matches in details indicate that an entrant has exceeded the Number of Allowable Entries to the Competition in the opinion of the *Promoter*, the first listed eligible entry will be accepted and all subsequent entries will be removed.

- 3.4. Employees and/or associates of WorldMark South Pacific Club by Wyndham and the *Promoter* (and its related entities), are not eligible to win.
- 3.5. Use of the promotional material or any other information connected to the *Competition* and/or the *Promoter* without prior written consent of the *Promoter* constitutes illegal use.

4. Prize Conditions

- 4.1. Where a *Non-Cash Prize* is awardable, the prize (in whole or in part) is not transferrable or exchangeable and cannot be taken as cash unless otherwise stated.
- 4.2. Where a cash prize is awardable, the prize (in whole or in part) is not transferrable or exchangeable unless stated otherwise.
- 4.3. Neither the *Promoter*, nor any of their agencies or affiliates accepts any responsibility or liability for:
 - (a) the winner's failure to redeem the *Prize* within the *Time for Redemption* and/or in accordance with these Details of Participation; or
 - (b) the winner's failure to use the *Prize* within relevant *Time Limits*; or
 - (c) any damages/injury, loss however described arising out of the winners (and their friends where applicable) use or failure to use the *Prize*.

If a winner fails to redeem or use their *Prize* within these Details of Participation, the *Prize* will be forfeited subject to the guidelines of the gaming authorities in each State or Territory where relevant.

- 4.4. The Winner will assume all responsibility for *Costs in Excess of the Prize*.
- 4.5. Successful redemption of all prizes (both cash and Non-Cash Prizes) will be subject to *Individual Terms and Conditions* that may be imposed either by the *Promoter* or third parties.

5. Prize Draws

- 5.1. Prize winners are guaranteed to be drawn randomly from all *Versions of this Competition*.
- 5.2. Odds of winning are based on the actual number of entries received.
- 5.3. Entries not received by the *Promoter* by the *Competition End Date and Time* are ineligible to win the *Prize* and will not be included in the draw.
- 5.4. Where express consent has not been given in regard to clauses 7.1, 7.2 and 8.1 of the Details of Participation, the entrant will not be included in the *Competition*.

- 5.5. 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 through various methods that may be legally available to the *Promoter*.
- 5.6. Neither the *Promoter*, nor any of their agencies/ affiliates is responsible for negligence arising in any manner, lost, late, damaged, misdirected, incomplete or ineligible entries.
- 5.7. Draws and re-draws will be conducted at the *Location of Prize Draw*.
- 5.8. The *Promoter's* decision is final and no correspondence will be entered into.
- 5.9. If a draw date falls on non-business day, the draw will take place on the next business day.
- 5.10. If the prize is not claimed within three months of the winner being notified an unclaimed prize draw will be conducted at the *Date and Time of Prize Redraw* (as applicable).
- 5.11. If there are no eligible entries, no draw will be conducted and no Prize will be awarded, subject to the directions of guidelines in States/Territories as applicable.

6. Notification

- 6.1. Winner(s) will be notified using the contact details provided in their *Eligible Entry*.
- 6.2. Publication of Winner(s) will occur as per *Prize Publication Method* on the *Prize Publication Date*.
- 6.3. Publication of Winner(s) of redraws (as applicable) will occur as per *Prize Publication Method* on the *Prize Redraw Publication Date*.
- 6.4. The name of the Prize winner(s) may be obtained by sending a self-addressed stamped envelope to Winners List, C/- Wyndham Vacation Resorts Asia Pacific, PO Box 7493, GCMC QLD 9726 or visiting www.wyndhamap.com/winners.

7. Promotion

- 7.1. By entering, the prize winner agrees to the use of entry answer, pictures, names and/or statements for future promotional purposes without further payment or consideration.
- 7.2. By entering this promotion, unless otherwise advised, each entrant also agrees that the *Promoter* may use this information or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.

8. Important Information

- 8.1. It is a condition of entry that each entrant must check the consent box. If the entrant has not given express consent to be contacted they will be taken out of the competition.
- 8.2. By checking the consent box, entrants are confirming that they authorise the *Promoter* to use their contact details (residential and electronic messaging) and telephone number(s) (work, mobile and home/private) provided in this entry form for sales and marketing purposes, in particular, for the purpose of offering the opportunity to attend a timeshare sales presentation on the WorldMark South Pacific Vacation Ownership program, for an indefinite period, or until they opt out.
- 8.3. To retract your express consent from Wyndham Vacation Resorts Asia Pacific contact Customer Service on 1800 021 130 or +61 7 5512 8040, or verbally request your retraction when speaking with a company representative at time of call.
- 8.4. In the event that the entrant does not provide their contact details (residential and email) and telephone number(s) (work, mobile and home/private), the *Promoter* reserves the right to obtain those contact details and telephone number(s) from various sources made available in the public domain such as, but not limited to, publicly available directories and the entrant authorises the *Promoter* to contact them on those contact details and telephone number(s) for an indefinite period.
- 8.5. Entrants may be contacted by phone, mail or electronic messaging for the purpose of promoting the *Promoter*, partner or supporting merchant's various products and services.
- 8.6. Further the entrant consents and agrees that the *Promoter* is reserving the right to sell, distribute, rent, licence, disclose or reveal, share or pass the information onto any third party. From time to time the *Promoter* discloses its data base information (which contains personal information) for a fee to list brokers, list rental organisations and other organisations who comply with all applicable state and federal privacy legislation, which enables them to promote the services and products of their clients.
- 8.7. The *Promoter* reserves the right to request verification of age, identity, contact details of entrants and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the *Promoter*, whose decision is final.

- 8.8. By entering this competition the entrant expressly consents to the *Promoter* forwarding their personal information overseas to jurisdictions such as the United States of America, the Philippines, India or South Africa.
- 8.9. Information/ data provided and/or used as part of competition entry that contains personal information of third parties such as phone numbers, mail or email addresses, or that contains material which is unlawful, or makes reference to illegal activities, or that is offensive, abusive, obscene, defamatory, threatening, indecent or which is sexual or pornographic in nature, that vilifies, insults or humiliates any person, (whether fictional alive or dead) or which highlights, addresses or attacks any person on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability, or that contains profanity or spiteful remarks, or material that is commercial in nature, (this may include but is not limited to materials which advertise or promote any goods or services, websites, competitions, schemes or any other matter), or that contains false, misleading or deceptive information, misinformation or rumour, or that you do not have a right to post because of any law or arising out of a contractual obligation, or that contains viruses, or other malicious code, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware will be removed from competition, and the entrant will be deemed ineligible to enter the competition or receive any *Prize*.
- 8.10. The *Promoter* assumes no responsibility for any failure to receive an entry or for inaccurate information or any loss, damage or injury as a result of technical or telecommunications problems, including security breaches even to the extent that such failure, loss, damage or injury may be caused by the negligence of the *Promoter*. If such problems arise, then the *Promoter* may (where necessary) modify, cancel, terminate or suspend the promotion, subject to the relevant State Authorities.
- 8.11. Any contact the *Promoter* or its employees have with entrants may be monitored and/or recorded for training and/or compliance purposes. Please advise at point of contact if you do not wish this to occur.
- 8.12. The *Promoter* reserves the right to block, prohibit or withdraw entries where that entry impairs the proper operation of the competition and/or the *Promoter's* business, including automated entry systems and/or services.

9. Privacy Policy

- 9.1. Our Privacy Policy is available at www.wyndhamap.com or by sending a request to the Privacy Officer at Wyndham Vacation Resorts Asia Pacific, PO Box 7493, Gold Coast MC, Qld 9726.

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