# Competition Details of Participation – Game of Skill

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 888 / +61 7 5512 8775	
Competition Details		
Competition	2017 Owner Education Conference Call Competition	
Versions of this Competition	Online only	
Competition Website	www.worldmarksp.com/conferencecall	
Competition Start Date and Time	1/03/2017 at 9.00am AEST	
Competition End Date and Time	31/08/2017 at 11.59pm AEST	
Entry Details		
Eligible Entrants	<ul> <li>All WorldMark South Pacific Club Owners who: <ul> <li>Are aged 18 years or over;</li> <li>Are permanent residents of Australia, Fiji or New Zealand; and</li> <li>Register for an Owner Education Conference call</li> <li>Complete an Owner Education Conference call between 1 March to 31 August 2017</li> </ul> </li> <li>To be an eligible entrant, you must submit an eligible entry in accordance with these Details of Participation.</li> </ul>	
Number of Allowable Entries	Only 1 competition entry per Conference Call	
Eligible Entry	<ul> <li>Participants may enter by:</li> <li>Clicking the Competition website link on the post conference call email</li> <li>Completing the online Competition Entry Form via the Completion Website and answering the Competition question "Where has been your favourite holiday destination &amp; why?". All fields of the Competition Entry Form must be fully filled in by the participant with the correct information listed in each field as requested in order to be eligible to enter the Competition</li> </ul>	

	<b>o</b> .	letion Entry Form on the before the <i>Competition End</i>
Prize Details		
Total Prize Retail Value	AUD \$1710.00	
Prize	Monthly Prizes: 1 x 1,500 One Time Credits valued at	
	AUD\$285.00 (a total of 6 prize each)	es valued at AUD\$285.00
Judges	A panel of 3 judges from the marketing team at Wyndham Vacation Resorts Asia Pacific Pty Ltd	
Entry Start Date and Time	Entries commence from 9:00am AEST on the below dates:	
	Prize	Start Date
	Monthly Prize Draw 1	1 March 2017
	Monthly Prize Draw 2	1 April 2017
	Monthly Prize Draw 3	1 May 2017
	Monthly Prize Draw 4	1 June 2017
	Monthly Prize Draw 5	1 July 2017
	Monthly Prize Draw 6	1 August 2017
Entry Close Date and Time	Entries must be received by 11.59PM AEST on the below	
	dates:	
	Prize	Close Date
	Monthly Prize Draw 1	31 March 2017
	Monthly Prize Draw 2	30 April 2017
	Monthly Prize Draw 3	31 May 2017
	Monthly Prize Draw 4 Monthly Prize Draw 5	30 June 2017
	Monthly Prize Draw 5	31 July 2017 31 August 2017
Date and Time of Prize Judging		ů.
	Monthly Prize Draw 1: 5 April 2017 at 2:00pm AEST Monthly Prize Draw 2: 10 May 2017 at 2:00pm AEST Monthly Prize Draw 3: 7 June 2017 at 2:00pm AEST Monthly Prize Draw 4: 4 July 2017 at 2:00pm AEST	
	, , ,	•
	Monthly Prize Draw 5: 9 Augu	·
	Monthly Prize Draw 6: 6 Sept	
Unclaimed Prize Judging	Monthly Prize Draw 1: 5 July	•
(if applicable)	Monthly Prize Draw 2: 9 Augu	•
	Monthly Prize Draw 3: 6 Sept	ember 2017 at 2:00pm AEST
	Monthly Prize Draw 4: 4 Octo	ber 2017 at 2:00pm AEST
	Monthly Prize Draw 5: 8 Nove	ember 2017 at 2:00pm AEST
	Monthly Prize Draw 6: 6 Dece	ember 2017 at 2:00pm AEST
Location of Prize Judging	Wyndham Corporate Centre, 1 Corporate Court Bundall QLD 4217	

Method of Prize Judging	Judges will apply the following criteria in judging an entry	
	based on:	
	a) Appeal	
	b) Creativity	
	c) Originality	
	d) Relevance	
	e) Any other criteria the <i>Judges</i> deem appropriate	
Prize Winner Notification &	Monthly Prize 1: 6 April 2017	
Publication Date	Monthly Prize 2: 11 May 2017	
	Monthly Prize 3: 8 June 2017	
	Monthly Prize 4: 5 July 2017	
	Monthly Prize 5: 10 August 2017	
	Monthly Prize 6: 7 September 2017	
Prize Winner Notification &	Winners' names will be published on	
Publication Method	www.wyndhamAP.com/winners, contacted via phone and	
	in writing via email.	
	, č	
Prize Redraw Publication Date (if	Monthly Prize 1: 6 July 2017	
applicable)	Monthly Prize 2: 10 August 2017	
	Monthly Prize 3: 7 September 2017	
	Monthly Prize 4: 5 October 2017	
	Monthly Prize 5: 9 November 2017	
	Monthly Prize 6: 7 December 2017	
	Prize Conditions	
Time for Dedemation	With a subset state that a state of the table of table	
Time for Redemption	Winner must claim their prize within 3 months from <i>Date</i> and <i>Time of Prize Draw</i>	
Time for Redemption Non-Cash Prize		
-	and Time of Prize Draw	
Non-Cash Prize	and Time of Prize Draw A prize in any form except that of currency authorised as a	
Non-Cash Prize Costs in Excess of the <i>Prize</i>	and Time of Prize DrawA prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other	
Non-Cash Prize	and Time of Prize Draw A prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other country.	
Non-Cash Prize Costs in Excess of the <i>Prize</i>	<ul> <li>and Time of Prize Draw</li> <li>A prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other country.</li> <li>The amount by which the Prize Value is exceeded.</li> </ul>	
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<ul> <li>permanently added to your WorldMark South Pacific Club Ownership.</li> <li>One-Time Credits cannot be held in your account or carried forward and do not count towards a Privileges by Wyndham members' tier.</li> <li>One-Time Credits may only be used on WorldMark South Pacific Club accommodation and cannot be used on: <ul> <li>exchanges with RCI, ICE Cruises and Interval International or bookings with Privileges Holiday Extras;</li> <li>bookings with Travel by Wyndham Travel Club;</li> <li>bookings of Associate Inventory; and</li> <li>bookings with RCI Rentals.</li> </ul> </li> </ul>

# **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. No purchase necessary to enter contest or redeem prizes.
- 1.3. 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.
- 1.4. Where no eligible entries have been received, the *Promoter* has discretion to cancel the *Competition*.
- 1.5. The *Promoter's* decision in all instances is final and no further correspondence will be entered into.

#### 2. Prize Terms

- 2.1. *Prize* awarded on *Date and Time of Prize Judging*.
- 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. Entrants will be uniquely identified by their email address or phone number.
- 3.4. Multiple entries from a single entrant based on the same or differing email address or phone number will not be permitted.
- 3.5. Where 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.
- 3.6. Entries received after the *Competition End Date and Time* are ineligible to win.
- 3.7. All entries must be ideas stemmed from the original thought of the competition entrant. As such, any entries must not have been previously published in any forum

worldwide, unless they are the entrant's own. Any entries that are found to be derived from the designs of a third party will be considered invalid and, in the event of this being discovered after a prize was awarded; the *Prize* must be returned to the *Promoter*.

- 3.8. All entries become the property of the *Promoter* and will not be returned.
- 3.9. Employees and/or associates of WorldMark South Pacific Club by Wyndham and the *Promoter* (and its related entities), are not eligible to win.
- 3.10. 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*.
- 4.4. 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.
- 4.5. The Winner will assume all responsibility for Costs in Excess of the Prize.
- 4.6. 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.
- 4.7. In the event that a Prize is not claimed within 3 months of the winner being notified, an *Unclaimed Prize Judging* event will be held.

## 5. Prize Judging

- 5.1. Chance plays no part in determining the prize winner.
- 5.2. The *Prize* will be awarded to the entrant who is deemed to have provided the best entry as determined by the judges.
- 5.3. Judges will apply the following criteria in judging an entry based on:
  - (a) Originality
  - (b) Relevance
  - (c) Creativity
  - (d) Appeal
  - (e) Content
  - (f) Any other criteria the *Judges* deem appropriate.
- 5.4. In the event the *Date and Time of Prize Judging* falls on a non-business day, the judging will take place on the next business day.

## 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 <u>www.wyndhamvrap.com/winners</u>.

## 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 or retracts their express consent during the competition period, 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) on the Entry Form, 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*, a 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 database 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 Unities States of America, the Philippines, India or South Africa.

- Information/ data provided and/or used as part of competition entry that contains 8.9. 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 directions from a regulatory authority.
- 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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