

<b>Competition Details of Participation – Game of Chance</b>
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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
<b>Promoter</b>	Wyndham Vacation Resorts Asia Pacific Pty Ltd
<b>Address</b>	Wyndham Corporate Centre, 1 Corporate Court, Bundall Qld 4217
<b>ACN</b>	090 083 613
<b>Telephone/Fax</b>	+61 7 5512 8888 / +61 7 5512 8775
Competition Details	
<b>Competition</b>	2018 Holiday Win Cash-Back Competition
<b>Versions of this Competition</b>	Phone
<b>Competition Website</b>	N/A
<b>Competition Start Date and Time</b>	01/03/2018 at 07:00am AEST
<b>Competition End Date and Time</b>	31/10/2018 at 11:59pm AEST
Entry Details	
<b>Eligible Entrants</b>	Australian and New Zealand residents, aged 18 years and over and are held within the Promoter's database during the promotional period.
<b>Number of Allowable Entries</b>	Only 1 competition entry is permitted per person.
<b>Eligible Entry</b>	Only the Promoter may enter a participant. All participants entered by the Promoter are database leads held and contacted by the Promoter during the Promotional period. Participants are entered automatically into the draw and can only be entered once.
Prize Details	
<b>Total Prize Retail Value</b>	AUD\$4,000
<b>Prize</b>	There are 8 prizes available to be won. Each prize consists of the reimbursement of a confirmed purchase of a holiday package. Value of reimbursement is up to AUD\$500 per prize.  Total retail value is up to AUD \$4,000.
<b>Entry Start Date and Time</b>	Entries commence from 1 March 2018 at 7:00am AEST. All entries will roll over to subsequent monthly prize draw.
<b>Entry Close Date and Time</b>	Entries, by way of confirmed reservations, must be received by 11.59pm AEST on the below dates:

	Prize	Close Date
	Prize Draw 1	31/03/2018
	Prize Draw 2	30/04/2018
	Prize Draw 3	31/05/2018
	Prize Draw 4	30/06/2018
	Prize Draw 5	31/07/2018
	Prize Draw 6	31/08/2018
	Prize Draw 7	30/09/2018
	Prize Draw 8	31/10/2018
<b>Date and Time of Prize Draw</b>	Prize Draw 1: 04/04/2018 at 2:00pm AEST Prize Draw 2: 02/05/2018 at 2:00pm AEST Prize Draw 3: 06/06/2018 at 2:00pm AEST Prize Draw 4: 04/07/2018 at 2:00pm AEST Prize Draw 5: 08/08/2018 at 2:00pm AEST Prize Draw 6: 05/09/2018 at 2:00pm AEST Prize Draw 7: 03/10/2018 at 2:00pm AEST Prize Draw 8: 07/11/2018 at 2:00pm AEST	
<b>Date and Time of Prize Redraw (if applicable)</b>	06/02/2019 at 2:00pm AEST	
<b>Location of Prize Draw</b>	Wyndham Corporate Centre, 1 Corporate Court, Bundall Qld 4217	
<b>Method of Prize Draw</b>	Electronic	
<b>Prize Winner Notification &amp; Publication Dates</b>	Prize Draw 1: 06/04/2018 Prize Draw 2: 04/05/2018 Prize Draw 3: 08/06/2018 Prize Draw 4: 06/07/2018 Prize Draw 5: 10/08/2018 Prize Draw 6: 07/09/2018 Prize Draw 7: 05/10/2018 Prize Draw 8: 09/11/2018	
<b>Prize Winner Notification &amp; Publication Dates</b>	Winners' names will be published on <a href="http://www.wyndhamap.com/winners">www.wyndhamap.com/winners</a> and notified in writing by email and/or mail	
<b>Prize Redraw Publication Date (if applicable)</b>	08/02/2019	
<b>Prize Conditions</b>		
<b>Time for Redemption</b>	Within 3 months from Prize Draw or Prize Redraw date.	
<b>Non-Cash Prize</b>	A prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other country.	
<b>Costs in Excess of the Prize</b>	The amount by which the <i>Prize Value</i> is exceeded.	
<b>Time Limits</b>	<i>Prize</i> is valid for 12 months from the date of issue.	
<b>Individual Terms and Conditions</b>	<ul style="list-style-type: none"> <li>Each Prize consists of the reimbursement of a confirmed purchase of a holiday package in accordance with their Certificate Number.</li> <li>The value of a winner's prize will be the value of the holiday certificate they had booked at the</li> </ul>	

	<p>time of entering the competition.</p> <ul style="list-style-type: none"> <li>• Reimbursement will be transferred to the credit card or bank details used in the original purchase within 10 business days following completion of the travel taken via the holiday certificate.</li> </ul>
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## **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.

### **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 help in the *Promoter's* database including:
  - i. Name;
  - ii. Residential address;
  - iii. Email address; and
  - iv. 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](http://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 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), 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 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](http://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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