

## 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
<b>Promoter</b>	Wyndham Destinations 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 888 / +61 7 5512 8775
<b>Competition Details</b>	
<b>Competition</b>	My Best Wyndham Holiday
<b>Versions of this Competition</b>	Facebook only
<b>Competition Website</b>	www.worldmarksp.com
<b>Competition Start Date and Time</b>	08/04/2019 at 9.00am AEST
<b>Competition End Date and Time</b>	15/04/2019 at 11.59pm AEST
<b>Entry Details</b>	
<b>Eligible Entrants</b>	<p>All WorldMark South Pacific Club Owners who:</p> <ul style="list-style-type: none"> <li>▪ Are aged 18 years or over;</li> <li>▪ Are permanent residents of Australia, Fiji or New Zealand; and</li> </ul> <p>To be an eligible entrant, you must submit an eligible entry in accordance with these Details of Participation.</p>
<b>Number of Allowable Entries</b>	Unlimited
<b>Eligible Entry</b>	<p>Participants may enter by:</p> <ol style="list-style-type: none"> <li>1. Facebook <ul style="list-style-type: none"> <li>▪ Posting an image or video of a 'bucket list' moment they have enjoyed to the 'WorldMark South Pacific Club' page, 'WorldMark South Pacific Club by Wyndham – Owner Education' group or in the comments of a post.</li> <li>▪ The image or video must include '#WyndhamHolidays' to be an eligible entry.</li> </ul> </li> </ol> <p>Facebook and Instagram stories (temporary content) will not be counted as an eligible entry.</p>

<b>Prize Details</b>	
<b>Total Prize Retail Value</b>	AUD \$2,000
<b>Prize</b>	1x Major Prize: AUD\$2,000 Travel Club Voucher.
<b>Judges</b>	A panel of 3 judges from the marketing team at Wyndham Destinations Asia Pacific Pty Ltd.
<b>Entry Start Date and Time</b>	Entries commence from 9:00am AEST on the 8 <sup>th</sup> of April 2019.
<b>Entry Close Date and Time</b>	Entries must be received by 11.59PM AEST on the 12 <sup>th</sup> of April 2019.
<b>Date and Time of Prize Judging</b>	Prize judging will be on Monday, the 15 <sup>th</sup> of April 2019 at 9am.
<b>Unclaimed Prize Judging (if applicable)</b>	Prize judging will be on a Monday, the 22 <sup>nd</sup> of April 2019 at 9am.
<b>Location of Prize Judging</b>	Wyndham Corporate Centre, 1 Corporate Court Bundall QLD 4217
<b>Method of Prize Judging</b>	Judges will apply the following criteria in judging an entry based on: <ol style="list-style-type: none"> <li>1 Appeal</li> <li>2 Relevance</li> <li>3 Any other criteria the <i>Judges</i> deem appropriate</li> </ol>
<b>Prize Winner Notification &amp; Publication Date</b>	Winner will be notified via phone call, Facebook messaged and email on Monday, the 15 <sup>th</sup> of April 2019.
<b>Prize Winner Notification &amp; Publication Method</b>	Winners' names will be published on <a href="http://www.wyndhamAP.com/winners">www.wyndhamAP.com/winners</a> , contacted via phone and in writing via email.
<b>Prize Redraw Publication Date (if applicable)</b>	Prize judging will be on Monday, the 13 <sup>th</sup> of May 2019 at 9am.
<b>Prize Conditions</b>	
<b>Time for Redemption</b>	<i>Prize (AUD\$2,000 Travel Club Voucher) will be emailed to the Owner on the date of draw upon notification of win.</i>
<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>	Voucher must be redeemed within 12 months of Issue date.
<b>Individual Terms and Conditions</b>	<ol style="list-style-type: none"> <li>1. This travel voucher has been issued by Wyndham Destinations Asia Pacific ABN 30 090 083 613 to be used towards the costs of products or services offered by Travel by Wyndham Pty Ltd (Travel by Wyndham) ACN 090 106 077 IATA No 02356141 ATAS NBR: A11950 and is valid for 12 months from date of issue.</li> <li>2. Travel Voucher must be redeemed through Travel by Wyndham by calling 1300 850 160 (option 2).</li> <li>3. Travel Voucher is in Australian Dollars. Travel Voucher is non-transferable and cannot be redeemed for cash. Lost or stolen vouchers cannot be replaced. No change or credit notes will be given for purchases less than the stated value of the voucher.</li> </ol>

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|  | <ol style="list-style-type: none"><li>4. Travel voucher can be used as payment towards any product or service as permitted by Travel by Wyndham and supporting suppliers.</li><li>5. Additional Terms and Conditions may apply. Check with Travel by Wyndham upon redemption.</li><li>6. Travel Voucher is not valid unless guest's personal name has been entered and voucher signed by authorised Wyndham Destinations Asia Pacific personnel.</li><li>7. You must pay all charges over the amount of the value of this travel voucher.</li><li>8. Travel Club by Wyndham and any benefits bestowed under this voucher are not intended to be part of the WorldMark South Pacific Club. Travel Club by Wyndham is a Developer benefit and as such may be subject to revision and may change at any time without prior notice.</li><li>9. Additional service fee may apply.</li><li>10. Travel Club by Wyndham's Standard Terms and Conditions apply. Refer to <a href="http://www.worldmarksp.com/conditions">www.worldmarksp.com/conditions</a></li><li>11. Wyndham Destinations Asia Pacific, Travel Club by Wyndham and their affiliates, employees and agents do not assume any liability or responsibility for any damage, expense, inconvenience, loss or for any cause whatsoever due to your use of or failure to use this voucher including but not limited to delays, cancellations, mechanical breakdowns, strikes or acts of God.</li></ol> |
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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.
- 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) Appeal
  - (b) Relevance
  - (c) 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 Destinations Asia Pacific, PO Box 7493, GCMC QLD 9726 or visiting [www.wyndhamvrap.com/winners](http://www.wyndhamvrap.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 Destinations 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 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 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 Destinations Asia Pacific, PO Box 7493, Gold Coast MC, Qld 9726.