

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 Destinations Asia Pacific Pty Ltd
Address	Wyndham Corporate Centre, 1 Corporate Court, Bundall Qld 4217
ACN	090 083 613
Telephone	+61 7 5512 888
Competition Details	
Competition	2022 Seven Mile Beach Win a \$150 Beaches Voucher Competition
Versions of this Competition	Online only
Competition Website	N/A
Competition Start Date and Time	01/08/2022 at 09:00am AEST
Competition End Date and Time	31/08/2022 at 11:59pm AEST
Entry Details	
Eligible Entrants	Australian and New Zealand permanent residents, aged 18 years and over. To be an eligible entrant, you must submit an eligible entry in accordance with these Details of Participation.
Number of Allowable Entries	Only one competition entry per individual.
Eligible Entry	Only the <i>Promoter</i> may enter a participant. Participants are entered automatically into the <i>Competition</i> and can only be entered once. <i>Competition</i> can only be entered via Instagram following all the below steps: <ol style="list-style-type: none"> 1. Make sure you're following @beaches_restaurantandbar on Instagram 2. Share this post to your story 3. Tag a friend in this post, who you would love to share the menu with
Prize Details	
Total Prize Retail Value	AUD \$150
Prize	Major Prize: 1 x \$150 Beaches Restaurant Digital Voucher
Judges	Winner to be chosen at random by Club Wyndham Seven Mile Beach
Entry Start Date and Time	01/08/2022 at 9:00am AEST
Entry Close Date and Time	31/08/2022 at 11:59PM AEST
Date and Time Winner to be Chosen	01/09/2022 at 2:00pm AEST
Unclaimed Prize Winner to be Chosen	02/12/2022 at 2:00pm AEST
Location Winner will be Drawn	Club Wyndham Seven Mile Beach, 78 Surf Road Seven Mile Beach, TAS 7170
Method of Drawing Winner	All entrants that have met the competition criteria will be placed in a pool of names and the winner's username will be chosen at random through an online generator.

Prize Winner Notification Date	Winner will be notified via Instagram Direct Message on 01/09/2022
Prize Winner Publication Method	Winners' names will be published on competitionsbywyndham.com
Unclaimed Prize Publication Date (if applicable)	Winner will be notified via Instagram Direct Message on 02/12/2022
Prize Conditions	
Time for Redemption	<i>Prize</i> must be claimed by the Winner within 3 months from <i>Date and Time of Prize Judging</i> or <i>Date and Unclaimed Prize Judging Date and Time</i> (if applicable).
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	<i>Prize</i> must be redeemed within 6 months from issue.
Individual Terms and Conditions	<ol style="list-style-type: none"> 1. Voucher is issued by the <i>Promoter</i> and is to be used as a discount off the cost of food and beverages at Beaches Restaurant. 2. Valid only for 6 months from issue for lunch or dinner on Tuesday through Saturday 3. Winner must present the voucher to staff at Beaches Restaurant when dining. 4. Voucher can be used once only and may not be sold or transferred, redeemed for cash or replaced if stolen. 5. Voucher must be redeemed by the expiry date and cannot be redeemed for cash. 6. Voucher entitles the voucher holder a discount off the entire bill. All fees and charges over the amount of the value of the voucher must be paid by the <i>Winner</i>. 7. Voucher cannot be used in conjunction with any other discount or promotion.

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 Social account name, email address or phone number.
- 3.4. 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.

- 3.5. Entries received after the *Competition End Date and Time* are ineligible to win.
- 3.6. All entries become the property of the *Promoter* and will not be returned.
- 3.7. Employees and/or associates of the *Promoter* (and its related entities), are not eligible to win.
- 3.8. 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 Awarding**

- 5.1. Chance plays a part in determining the prize winner.
- 5.2. The *Prize* will be awarded to an entrant who has met the competition criteria and then been chosen at random.
- 5.3. 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 competitionsbywyndham.com.

7. **Important Information**

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. 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.

- 7.5. 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*.
- 7.6. 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.
- 7.7. 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.
- 7.8. 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.

8. Privacy Policy

- 8.1. Our Privacy Policy is available at wyndhamap.com/privacy-notice/ or by sending a request to the Privacy Officer at Wyndham Destinations Asia Pacific, PO Box 7493, Gold Coast MC, Qld 9726.