Terms defined in the table below 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/Fax	+61 7 5512 8888/ +61 7 5512 8775			
Competition Details				
Competition	#ClubWyndhamMoments			
Versions of this Competition	Website: Club Wyndham South Pacific ("CWSP") EDM: CWSP owners database Socials: Facebook public page and private group, Instagram account Others: SABA, LSP			
Competition Website	N/A			
Competition Start Date and Time	13 October 2022 at 12:01am AEST			
Competition End Date and Time	8 December 2022 at 11:59pm AEST			
	Entry Details			
Eligible Entrants	 Must be of legal age, 18 years and over CWSP owner/co-owner Resides within Australia, New Zealand and Fiji 			
Number of Allowable Entries	Entrants are allowed unlimited entries but will only be eligible to win one prize i.e. a maximum of 5,000 CWSP vacation credits.			
Eligible Entry	 Entrants may enter by: (1) INSTAGRAM Post the photo with caption and mandatory hashtag #ClubWyndhamMoments Mention the location where the photo was taken (either via location tag or hashtag will do); optional The accounts' Privacy Settings should be <i>Public</i> to qualify. (2) FACEBOOK OWNERS PRIVATE GROUP Upload photo with caption and mandatory hashtag #ClubWyndhamMoments on Club Wyndham South Pacific Assistance & Holiday Sharing Group on Facebook Mention the location where the photo was taken (either via location tag or hashtag will do); optional 			

			1	
	 (3) FACEBOOK (PUBLIC) through OWNER'S TIMELINE Post photo in your timeline, post audience should be set in "public" In the caption, tag/mention Club Wyndham South Pacific Official Facebook page and use the hashtag #ClubWyndhamMoments (this requirement is mandatory) Mention the location where the photo was taken (either via location tag or hashtag will do); optional (4) CWSP WEBSITE A dedicated banner slider and collection form on the CWSP website will be created for this campaign. The web form page will include all relevant Terms and Conditions below the page. Eligible entrants can join by clicking the "Join Now" CTA on one of the sliders on the homepage. Steps are indicated below: Entrants can upload their entries via a dedicated web form for this campaign. Indicate a description or describe what the photo is all about in the text box provided. Include the mandatory hashtag #ClubWyndhamMoments Mention the photo location (optional). Ticked the acceptance checkbox to agree to the Terms & Conditions. A "Thank you" message will be shown after they submit their entries. AN ENTRY SHOULD ADHERE TO THE MONTHLY THEME Month 1: Family Focus "We Are Family" (To feature the people behind the moments created - who are the owners, their families/friends) 			
	<i>Owner Marketing will eliminate entries that do not comply with the set theme.</i>			
		Details		
Total Prize Value	10,000 CWSP vacation of	redits (2 winners of 5,	000 each)	
Prize/s	10,000 CWSP vacation credits (2 winners of 5,000 each)			
	October winner / winner 1 – 5,000 vacation credits November winner / winner 2 – 5,000 vacation credits			
Entry Start	The monthly submission p	period will commence as	s per below	
Date and Time	Month 1 - 13 October 2022 at 12.01 AM AEST			
	Month 2 - 09 November 2			
Entry Closure Date and Time	Monthly Entry Closures w		N	
	Month 1 - 08 November 2022 at 11.59 PM AEST Month 2 - 08 December 2022 at 11.59 PM AEST			
Date and Time	Month	Draw Date		
of Prize Draw	Month 1	14/11/2022 at 1PM AEST		
L I				

	Month 2	14/12/2022 at 1PM		
		AEST		
	Redraws (if applicable)	n/a		
Unclaimed	Not applicable.			
Prize (if applicable)				
Date and Time	Not applicable.			
of Prize				
Redraw (if				
applicable) Location of	Wyndham Corporate Cen	tre 1 Corporate Court	Bundall OLD 4217	
Prize Draw	Wyndham Corporate Centre, 1 Corporate Court, Bundall QLD 4217, Australia			
Method of Prize Draw	Electronic			
Prize Winner Notification & Publication	Winners will be notified depending on the channel of entry: Instagram: via direct message and email Facebook: via direct message and email			
Dates and Method	Website: via email			
	Prize	Notification Date	Publication Date	
	October Prize Draw	17/11/2022	22/11/2022	
	November Prize Draw	19/12/2022	23/12/2022	
	Redraws (if applicable)	n/a	n/a	
Prize Conditions				
Time for Redemption	Not applicable – vacation credits will be credited directly to all winning owner's accounts within 30 days upon publication date.			
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	The amount by which the <i>Prize Value</i> is exceeded.			
Prize				

Individual	Flights, meals and spending money, and items of a personal nature
Terms and	related to any use of the Vacation Credits are not included. Prize is non-
Conditions	transferable and cash will not be awarded in lieu of the prize. If for any reason a winner does not use the Vacation Credits during the term of their validity, no the stated period, the term of the vacation credits will not be extended or other compensation provided. Winners will assume all responsibility and costs for all amounts that may become payable in excess of the vacation credits awarded and any taxes, licensing, and/or duty that may be payable on the prize or use of the prize. Government taxes and fees are not included.

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 is necessary to enter contests or redeem prizes.
- 1.3. Entries not received by the Entry Closure 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 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 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. Employees and/or associates of the Promoter (and its related entities) are not eligible to win.
- 3.4. Use of the promotional material or any other information connected to the Competition and/or the Promoter without the 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.

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 Entry Closure 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 the 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 a 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. Winners will be notified depending on the channel of entry: Instagram: via direct message and email Facebook: via direct message and email Website: via email
- 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 <u>www.competitionsbywyndham.com.au</u>.

7. Promotion

- 7.1. By entering, the prize winner agrees to the use of entry answers, 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 organizations 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 use the mandatory hashtags to express consent to joining the contest with the Promoter's terms and conditions. If the entrant has not used the complete mandatory contest hashtags, they are not eligible to join the competition.
- 8.2. By using the contest hashtags, entrants are confirming that they authorise the Promoter to use their contest entry/ies, contact details, if applicable, (residential and electronic messaging) and telephone number(s) (work, mobile, and home/private) for sales and marketing purposes, in particular, for the purpose of offering the opportunity to attend a timeshare sales presentation on the Club Wyndham South Pacific 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), 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, license, 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 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 <u>http://www.wyndhamap.com/privacy-notice/</u> or by sending a request to the Privacy Officer at Wyndham Destinations Asia Pacific, PO Box 7493, Gold Coast MC, Qld 9726.

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