

### **COMPETITION DETAILS OF PARTICIPATION**

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 Vacation Resorts (Thailand) Limited
Address	Wyndham Vacation Resorts (Thailand) Limited. (Head Office)
	2074 Charoenkrung Road, Khwaeng Watprayakrai, Khet Bangkholaem, Bangkok
	10120 Thailand
Telephone/Fax	+66 76 346 752 4

Competition Details		
Competition	2023 Win 1 of 2 Three-Night Stays in Australia, New Zealand, Europe, Asia, or Hawaii	
Versions of this	Social Media and Resort Check-In Card	
Competition		
<b>Competition Start</b>	1 January 2023 at 9:00am Bangkok Time	
Date and Time		
Competition	31 July 2023 at 11:59pm Bangkok Time	
End Date and Time	31 July 2023 at 11.59pm Bangkok Time	

Entry Details		
Eligible Entrants	Any guest aged 18 years and over who check-in at one of the participating resorts in Thailand.  1. Innovative Holiday Club by Club Wyndham 2. Wyndham Vacation Resorts (Thailand) Limited  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 check-in and one entry per household is permitted.	
	Participants may enter in writing upon check-in at a participating property by ticking the consent box on the Resort Registration Card;	
Eligible Entry	Competition can only be entered by completing an entry form in full using the method above. All required fields must be duly filled in by the participant with the correct information listed in each field as requested in order to be eligible to enter the Competition.	



	Prize Details		
Total Prize Retail Value	Up to USD 4,198		
3	2 X Major Prize Draws  3 nights' accommodation in a hotel room, studio, 1-bedroom or 2-bedroom standard Wyndham Vacation Clubs South Pacific Ltd, PT. Wyndham Hotel Management, Wyndham		
	Vacation Resorts (Thailand) Limited, or Wyndham Destinations Japan Ltd valued up to USD 2,099		
Prize	Participating resorts listed below:  Club Wyndham Ballarat  Club Wyndham Airlie Beach Whitsundays  Club Wyndham Coffs Harbour  Club Wyndham Dinner Plain  Club Wyndham Dinner Plain  Club Wyndham Flynns Beach  Club Wyndham Flynns Beach  Club Wyndham Flynns Beach  Club Wyndham Seven Mile Beach  Club Wyndham Seven Mile Beach  Club Wyndham Sydney  Club Wyndham Sydney  Club Wyndham Manaka  Ramada by Wyndham Marcoola Beach  Ramada Resort by Wyndham Golden Beach  Ramada Resort by Wyndham Port Douglas  Ramada Resort by Wyndham Port Douglas  Ramada Resort by Wyndham Rotorua Marama  Ramada Resort by Wyndham Shoal Bay  Wyndham Casablanca Jakarta  Wyndham Casablanca Jakarta  Wyndham Dreamland Bali  Wyndham Garden Kuta Beach Bali  Wyndham Garden Kuta Beach Bali  Wyndham Hotel Surfers Paradise  Wyndham Hotel Surfers Paradise  Wyndham Hotel Surfers Paradise  Wyndham Opi Palembang  Wyndham Surabaya  Wyndham Surabaya  Wyndham Surabaya  Wyndham Surabaya  Wyndham Surabaya  Wyndham Sarad Phuket Kalim Bay  Zenmaya Oceanfront Phuket, Trademark Collection by Wyndham  Wyndham Sea Pearl Resort Phuket  Wyndham Hua Hin Pranburi Resort & Villas  Club Wyndham Ka Eo Kai  Club Wyndham Rai Hai		

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	Club Wyndham Normandy		
	<ul><li>Club Wyndham Tuscany</li><li>Club Wyndham Bavaria</li></ul>		
	Club wyndnam Bavaria		
Entry Start Date and Time	Entries commence from 1 January 2023 at 9:00am Bangkok Time		
	Major Prize Entry Closures will occur are per the below:		
Entry Closure Date and Time	Prize Draw 1 entries close at 11.59 PM Bangkok Time on 31 March 2023		
	<ul> <li>Prize Draw 2 entries close at 11.59 PM Bangkok Time on 31 July 2023</li> </ul>		
	Major Prize draw(s) will occur as per the below		
Date and Time of Prize Draws	Prize Draw 1 will occur at 02.00 pm Bangkok Time on 30 April 2023		
	<ul> <li>Prize Draw 2 will occur at 02.00 pm Bangkok Time on 31 August 2023</li> </ul>		
_	Major Prize Redraw(s) will occur as per the below (if applicable)		
Date and Time of Prize Redraw	Prize Draw 1 will occur at 02.00 pm Bangkok Time on 31 May 2023		
(if applicable)	<ul> <li>Prize Draw 2 will occur at 02.00 pm Bangkok Time on 30 September 2023</li> </ul>		
	Wyndham Vacation Resorts (Thailand) Limited. (Head Office)		
Location of Prize Draw	2074 Charoenkrung Road, Khwaeng Watprayakrai, Khet Bangkholaem, Bangkok		
	10120 Thailand		
Method of Prize Draw	Electronic		
Prize Winner			
Notification &	Winners will be notified via email, and winners name will be published on		
	www.competitionsbywyndham.com.au and on our My Wyndham Holidays Instagram		
Publication Dates and Method	and Facebook accounts.		

Prize Conditions		
Time for Redemption	Prize must be redeemed within 3 months from Date and Time of Prize Draw	
Non-Cash Prize	A prize in any form except that of currency authorized as a medium of exchange	
	by the laws of Thailand or any other country.	
Costs in Excess of the Prize	The amount by which the <i>Prize Value</i> is exceeded.	
Time Limits	<b>Prizes</b> : Booking(s) and travel must be made within 12 months of Prize Draw	
	date(s) for all accommodation.	
Individual Terms and Conditions	1.1. Prize accommodation in Innovative Holiday Club by Club Wyndham or	
	Wyndham Vacation Resorts (Thailand) Limited is subject to availability at	
	the time of booking.	
	1.2. Blackout dates apply. Travel cannot be taken during local school holidays,	
	local public holidays and/or local major events, special events periods.	
	1.3. Accommodation awarded as part of the Prize is subject to availability and	
	travel must be taken within 12 months of Date of Prize Draw, or Date of	



Redraw Date	(if applicable).	
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- 1.4. Flights, meals and spending money, and items of a personal nature are not included.
- 1.5. Prize is non-transferable and cash will not be awarded in lieu of the prize.
- 1.6. Cancellations and amendments will incur a fee and are to be paid in cash.
- 1.7. If for any reason a winner cannot accept the prize in accordance with these Details of Participation, or does not take an element of the prize during the stated period, and on the conditions stipulated by the Promoter or any third parties, the relevant component of the prize will be forfeited and cash will not be awarded in lieu of the prize.
- 1.8. Winners will assume all responsibility and costs for all amounts that may become payable in excess of the amount awarded and any taxes, licensing and/or duty that may be payable on the prize or use of the prize under applicable laws and regulations.



#### **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 held 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 Wyndham Destinations Asia Pacific 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:

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- (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, Wyndham Vacation Resorts (Thailand) Limited. (Head Office), 2074 Charoenkrung Road, Khwaeng Watprayakrai, Khet Bangkholaem, Bangkok 10120 Thailand or visiting www.competitionsbywyndham.com.au.

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#### 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 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 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 authorize 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 Club Wyndham South Pacific Ownership program, for an indefinite period, or until they opt out.
- 8.3. To retract your express consent from Wyndham Vacation Resorts (Thailand) Limited contact Customer Service on 1 800 013 730 or +66 76 346 752 4 (Mon-Fri, 10:00-18:00), 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 authorizes 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 data base information (which contains personal information) for a fee to list brokers, list rental organizations and other organizations 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.

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- 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 rumor, 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 http://www.wyndhamap.com/privacy-notice/ or by sending a request to the Privacy Officer at Wyndham Vacation Resorts (Thailand) Limited (Head Office), 2074 Charoenkrung Road, Khwaeng Watprayakrai, Khet Bangkholaem, Bangkok 10120 Thailand.

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