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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 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	2024 Holiday In Full Colour Summer Activities Competition
Versions of this Competition	A4 Poster
Competition Start Date and Time	01/12/2023 at 9:00am AEST
Competition End Date and Time	31/01/2024 at 11.59pm AEST
Entry Details	
Number of Allowable Entries	Only one competition entry per property is permitted.
Eligible Entry	Participants may enter by submitting examples of activities hosted throughout the Holiday In Full Colour to support the campaign. Only activities hosted from 01/12/2023 to 31/12/2023 will be considered for judging.
	To be an eligible entrant, you must submit an eligible entry in accordance with these Details of Participation.
	Competition can only be entered by completing these requirements. All requirements must be duly completed by the participant within the appropriate time frame in order to be eligible to enter the Competition.
Prize Details	
Total Prize Retail Value	(AUD) \$300.00

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Prize 1	1 X (AUD) \$300 Gift Card for the winning Resort listed in the <i>Eligible Entrants</i>
Date and Time	Major Prize draw(s) will occur as per the below;
of Prize Draws	
	Prize Draw will occur at 02.00 pm AEST on 8 January 2024.
Entry Start	18/12/2023 9:00am
Date and Time	
Location of	Wyndham Corporate Centre, Level 10, 1 Corporate Court, Bundall QLD
Prize Draw	4217, Australia
Method of	Electronic
Prize Selection	
Prize Winner	Winners will be notified via email.
Notification &	
Publication	
Dates and	
Method	
	Prize Conditions
Time for	Prize must be redeemed within 12 months from Date and Time of Prize Draw
Redemption	
Non-Cash	A prize in any form except that of currency authorised as a medium of exchange
Prize	by the laws of Australia or any other country.
Costs in	The amount by which the <i>Prize Value</i> is exceeded.
Excess of the	
Prize	
Time Limits	Prizes : Use of <i>Prize gift card</i> is to the discretion of the third-party supplier (company that
	offers the gift card.)

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Individual	 Prize gift card is subject to the third-party supplier's terms and conditions
Terms and	at the time of booking, including time limits. Additional prizes and supplemental gift cards for other brands will not be
Conditions	available for exchange. Prize is non-transferable and cash will not be awarded in lieu of the prize.
	 1.4 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. 1.5 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.

1.6 Government taxes and fees are not included.

Operative Terms and Conditions

1. General

- 1.1. Information on how to enter the 2024 Holiday In Full Colour Summer Activities 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 *31/12/2023 11:59pm* or not completed in accordance with these Details of Participation will not be eligible to win.

2. Prize Terms

- 2.1. AUD\$300 Gift Card awarded on 08/01/2024 2:30pm.
- 2.2. Winning Resort to receive AUD\$300 Gift Card as at the AUD\$300 described in table above.
- 2.3. If for any reason the AUD\$300 Gift Card is not available, the Travel & Leisure Co. Marketing Team reserves the right to substitute another item for the AUD\$300 Gift Card, 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 complete their required tasks by the end of the competition.

4. Prize Conditions

4.1. The prize (in whole or in part) is not transferrable or exchangeable and cannot be taken as cash unless otherwise stated.

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- 4.2. Neither the *Travel & Leisure Co. Marketing Team* nor any of their agencies or affiliates accepts any responsibility or liability for:
 - (a) the winner's failure to redeem the *AUD\$300 Gift Card* 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 *AUD\$300 Gift Card*.
 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.
- 4.3. The Winner will assume all responsibility for Costs in Excess of the Prize.
- 4.4. 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 Selection

- 5.1. Prize winners are guaranteed to be selected by *Travel & Leisure Co. Marketing Team*.
- 5.2. Odds of winning are based on the actual number of entries received.
- 5.3. Entries not received by the *Travel & Leisure Co. Marketing Team* by the *Competition End Date and Time* are ineligible to win the *Prize* and will not be included in the draw.
- 5.4. 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*.
- 5.5. 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.
- 5.6. The *Promoter's* decision is final and no correspondence will be entered into.
- 5.7. If a draw date falls on non-business day, the draw will take place on the next business day.
- 5.8. 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).
- 5.9. 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 Destinations Asia Pacific, PO Box 7493, GCMC QLD 9726 or visiting www.competitionsbywyndham.com.au.

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.

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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 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, 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

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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 Destinations Asia Pacific, PO Box 7493, Gold Coast MC, Qld 9726.

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