

## WINTER HOLIDAY JAYCO CARAVAN GIVEAWAY

### TERMS & CONDITIONS

By entering the Winter Holiday Jayco Caravan Giveaway (the "Competition"), you are agreeing to the following Terms and Conditions.

#### STANDARD TERMS

1. Information on how to enter and the Prize form part of these Terms and Conditions. Participation in the Competition is deemed acceptance of these Terms and Conditions.

#### ELIGIBILITY

2. Entrants must be a citizen or permanent resident of Australia or New Zealand and aged 18 years of age or over at the date of entry. Patrons under the age of 18 years must have their entry submitted by a parent or guardian over the age of 18.
3. Employees (and their immediate families) of the Promoter and agencies associated with the Competition are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin.

#### HOW TO ENTER

4. The Competition commences on Thursday, 1 June 2017 at 09.00 (AEST) and concludes on Sunday, 23 July 2017 at 23.59 (AEST) (the "Competition Period").
5. To enter the Competition, entrants must complete the following steps:
  - a. Receive an Entry Ticket with a unique code ("Unique Code") by:
    - i. checking in at a Family Parks member park in Australia or New Zealand; or
    - ii. entering Australia Zoo at 1638 Steve Irwin Way, Beerwah QLD 4519 via paid/pre-paid entry or annual pass (contra/fundraising passes are not eligible for an Entry Ticket); or
    - iii. spending \$40.00 AUD on Travel Rewards membership at a participating Family Parks member park in Australia, or \$40.00 NZD on Travel Rewards membership at a participating Family Parks member park in New Zealand; or
    - iv. spending \$40.00 AUD in one transaction at any of Australia Zoo's food outlets, retail shops or Fujifilm Photo Lab (transactions for animal encounters, tours and online retail shop are not eligible).
  - b. Go to [www.australiazoo.com.au/giveaway](http://www.australiazoo.com.au/giveaway) and fill out the competition form by registering their first name, last name, date of birth, contact number, email address, address and Unique Code and describing in 25 words or less: "Why family holidays go better with animals." The Unique Code will become invalid after one use.
6. The entry must be:
  - a. the original, independent creation of the entrant that has not previously been published in any form in any country in the world; and
  - b. free from any claims, including copyright or trademark claims by other parties.

Entries that are found to have been derived from another person's work in any country in the world will be considered invalid and, if that entrant is awarded the Prize, the Prize must

be returned to the Promoter. The Winner may be required to sign a statutory declaration regarding the originality of the entry. The Promoter reserves the right to disqualify any entry it believes breaches any of these conditions.

7. Should an entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. Australia Zoo shall receive entrant communications on behalf of the Promoter. A request to access or modify any information provided in an entry should be directed to Australia Zoo in writing by:
  - a. Email with the subject line 'Jayco Caravan Giveaway – Marketing Department' to [info@australiazoo.com.au](mailto:info@australiazoo.com.au)
  - b. Fax with 'Attn: Jayco Caravan Giveaway – Marketing Department' to +61 7 5494 8604
  - c. Post with 'Attn: Jayco Caravan Giveaway – Marketing Department' to Australia Zoo, 1638 Steve Irwin Way, Beerwah QLD 4519, Australia

In the request the following information must be included: first name, last name, date of birth, contact number, email address, address and Unique Code used in the entry.

8. By submitting an entry to the Competition, each entrant assigns all rights in the entry to the Promoter and Sponsor and consents to the Promoter and Sponsor using the entry in any manner (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoter may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
10. The Promoter accepts no responsibility for lost, late or misdirected entries. Entries will be deemed void if forged, tampered with, damaged or lost.

#### **THE PRIZE**

11. The prize package (the "Prize") consists of a Jayco 22.68-1 Starcraft Caravan valued at \$63,570 AUD and includes all on road costs. All optional extras and accessories, insurance, petrol, personal costs and all other ancillary or related costs not expressly stated do not form part of the Prize and are the sole responsibility of the Winner. The Prize will be collected from a Jayco dealership of the Winner's choosing. Neither the Promoter nor the Sponsor are liable for any costs associated with the Winner travelling to collect the Prize or transporting the Prize upon collection.
12. The Prize is non-refundable and not redeemable for cash. If the Prize is or becomes unavailable, the Promoter, in its discretion, reserves the right to substitute all or any part thereof with a product or prize of equal value. All decisions are final and no correspondence will be entered into.

13. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize of the Sponsor. No compensation will be payable if the Winner is unable to use the Prize as the Sponsor states.

#### **WINNER**

14. There is one (1) winner (the "Winner") over the Competition Period.
15. The Winner will be selected by a panel of judges from Australia Zoo and Family Parks. The Winner will be chosen within seven (7) days of the close of the Competition Period.
16. The Winner will be the entrant whose description of "Why family holidays go better with animals" is judged to be the most creative and original and who satisfies the eligibility requirements as set out in these Terms and Conditions. This is a game of skill and chance plays no part in determining the Winner. Each entry received during the Competition Period will be judged based on its merits.
17. The Winner will be notified via phone or email and announced on the Australia Zoo website and Family Parks Facebook page.
18. The Promoter will attempt to contact the Winner three (3) times over a seven (7) day period via the nominated contact number or email address. The Winner has five (5) days from the last contact to respond to the Promoter. If the Promoter has not received a response by the end of this time the Winner forfeits the Prize in its entirety and, at the discretion of the Promoter, the Prize may be awarded to the next runner up in the Competition.
19. The Winner's Entry Ticket must be presented by the Winner to the Promoter in order to collect the Prize.
20. As a condition of accepting the Prize, the Winner may be required to sign legal documentation in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
21. In the event that the Winner does not accept the Prize it may, at the discretion of the Promoter, be awarded to the next runner up in the Competition. This may take place at any time from 11 August 2017. The runner up will be notified via phone or email.
22. Entrants consent to the Promoter and Sponsor in their absolute discretion using their name, likeness, image and/or voice in the event they are the Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter and Sponsor.
23. The judging panel's decision is final and the Promoter will not enter into correspondence regarding the result.

#### **LIABILITY**

24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or

damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
- a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b. any theft, unauthorized access or third party interference;
  - c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - d. any variation in prize value to that stated in these Terms and Conditions;
  - e. any tax liability incurred by a winner or entrant; or
  - f. use/taking of a prize (independent financial advice should be sought as tax implications may arise as a result of accepting the Prize).
26. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any entrant; or subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

#### **PROMOTER & SPONSOR'S DETAILS**

27. The Promoter is Family Parks Ltd (ABN 33 137 903 229).
28. The Sponsor is Jayco Corporation Pty Ltd (ACN 005266991).