

## **Terms and Conditions – Easter Holiday Fun: Yamaha WaveRunner Trade Promotion:**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this trade promotion is deemed acceptance of these Terms and Conditions.
2. Employees (and their immediate families) of the promoter and agencies associated with this promotion 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 1st cousin.
3. Australia Zoo 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.
4. The promotion commences 9am 1 April 2017 and finishes 5pm 17 April 2017 (“Promotional Period”). Final entry submissions close at 11.59pm 19 April 2017 AEST.
5. There is one winner over the promotional period.
6. To enter, the entrants must follow all steps of the competition:
  - a. Enter via paid/pre-paid entry or annual pass into Australia Zoo at 1638 Steve Irwin Way, Beerwah. (Contra/Fundraising passes are not eligible for an entry ticket.)
  - b. At admissions, collect one Win a Yamaha WaveRunner entry ticket (“Entry Ticket”) per person with a unique code (“Unique Code”) for entry into the promotion.
  - c. Additional Entry Tickets can be collected for every \$40.00 spent 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.
  - d. Enter via online at [www.australiazoo.com.au/giveaway](http://www.australiazoo.com.au/giveaway) including your full name, date of birth, contact number, email address, address and Unique Code. The Unique Code will become invalid after one use.
  - e. The Winner will be notified via phone or email and announced on the Australia Zoo website.
  - f. Entry Ticket must be presented by the winner to the collect prize.
  - g. The winner will be the first valid entry drawn at Australia Zoo after entries close for the promotional period.
7. The prize is non-refundable or redeemable for cash. If the Prize becomes or is unavailable, the Promoter, in its discretion, reserves the right to substitute all or any part thereof with a product or prize to the equal value. All decisions are final and no correspondence will be entered into. Australia Zoo accepts no responsibility for lost, late or misdirected entries. Entries will be deemed void if forged, tampered, damaged or lost. 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.
8. Entrants must be 18 years of age or over to enter this promotion. All people that enter Australia Zoo via paid/pre-paid entry or annual pass are provided with an entry ticket. If the patron is under the age of 18 years their entry must be submitted by a parent/guardian over the age of 18 to enter.
9. Entrants must be an Australian citizen or permanent resident to enter.
10. Grand Prize: 2017 Yamaha EX WaveRunner with trailer RRP \$11,990 Drive Away. The first valid entry drawn in the Prize Draw will win the 2017 Yamaha EX WaveRunner and trailer, including 12 months’ registration, stamp duty and dealer delivery charges. 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 are the sole responsibility of the winner. The prize will be collected from 1638 Steve Irwin Way, Beerwah QLD 4519 at an arranged time and date after Monday 24<sup>th</sup> April 2017.

Neither the Promoter nor Custom Jet Skis are liable for any costs associated with the prize winner travelling to collect the prize or transporting the prize upon collection.

11. Australia Zoo will attempt to contact the winner 3 times over a 7 day period via the nominated contact number or email address. The winner has 5 days from the last contact to respond to Australia Zoo, at the end of the this time the winner relinquishes their rights to the prize. At the discretion of Australia Zoo, it can be considered an unclaimed prize and valid for an unclaimed prize draw.

12. Should an entrant's contact details change during the Trade Promotion Period, it is the entrant's responsibility to notify Australia Zoo. A request to access or modify any information provided in an entry should be directed to Australia Zoo in writing by:

a. Sending an e-mail using including the title WaveRunner Giveaway – Marketing Department to [info@australiazoo.com.au](mailto:info@australiazoo.com.au)

b. Fax to: 61 7 5494 8604

c. Post to: Att: WaveRunner Giveaway – Marketing Department

Australia Zoo

Steve Irwin Way

Beerwah Qld Australia 4519

In the request the following information must be included – full name, date of birth, contact number, email address, address and unique entry code used.

13. As a condition of accepting the Prize, the winner may be requested to sign legal documentation in the form required by Australia Zoo in its absolute discretion, including but not limited to a legal release and indemnity form.

14. In the event that a winner does not accept the Prize, Australia Zoo may, in its discretion, undertake a draw for any unclaimed Prize. A draw for an unclaimed Prize (**'unclaimed Prize draw'**) may take place on 01/06/2017 at the same time and place as the original draw, subject to any directions from a regulatory authority. A winner of an unclaimed Prize draw will be notified by telephone or email.

15. Entrants consent to the Promoter and Sponsor in their absolute discretion using their name, likeness, image and/or voice in the event they are a 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 Trade Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter and Sponsor.

16. If this Promotion 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 Australia Zoo, including but not limited to technical difficulties, unauthorised intervention or fraud, Australia Zoo 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 Trade Promotion, as appropriate.

17. 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, Australia Zoo (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 Trade Promotion.

18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Australia Zoo (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 Australia Zoo'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 Australia Zoo) due to any reason beyond the reasonable control of Australia Zoo; (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.

19. By submitting an entry to the Trade Promotion, each entrant assigns all rights in the entry to the Promoter/Sponsor and consents to the Promoter and Sponsor using the entry in any manner the Promoter wishes (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.

20. In these Terms and Conditions:

Promoter means: Australia Zoo Operations Pty Ltd as trustee for The Irwin (Beerwah) Group Trading Trust

Sponsor means: SPORTSX Pty Ltd trading as Custom Jet Skis