

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.

Definition	Description/Meaning
Promoter	Wyndham Vacation Resorts Asia Pacific Pty Ltd
Address	Wyndham Corporate Centre, 1 Corporate Court, Bundall Qld 4217
ACN	090 083 613
Telephone/Fax	+61 7 5512 888/ +61 7 5512 8775
Competition Details	
Competition	2015 Eat Play & Stay TRYP Fortitude Valley Hotel Brisbane
Versions of this Competition	Online, TV promotion
Competition Website	www.eatplayandstay.com.au/competition
Competition Start Date and Time	17/10/2015 at 9:00 am AEST
Competition End Date and Time	28/02/2016 at 11:59 pm AEST
Entry Details	
Eligible Entrants	Australian and New Zealand permanent residents, aged 18 years and over who submit an eligible entry in accordance with these Details of Participation.
Number of Allowable Entries	Only one competition entry is permitted per person
Eligible Entry	<p>Participants may enter:</p> <ul style="list-style-type: none"> • by completing an online entry form in full (all required fields) found at www.eatplayandstay.com.au/competition; or • via the Promoter's promotional forms online <p>Competition can only be entered by completing an entry form in full. All fields must be fully filled in by the participant with the correct information listed in each field as requested in order to be eligible to enter the Competition.</p>
Prize Details	
Total Prize Retail Value	\$1389AUD
Prizes	<ul style="list-style-type: none"> • 3 Nights' Accommodation at TRYP Fortitude Valley Hotel, Brisbane in an External Spa Room valued at \$1107.00 • Bottle of Veuve Clicquot Champagne valued at \$120.00 • Breakfast for 2 daily at onsite restaurant CHUR valued at \$90.00 • Unlimited in room movies (as many movies as available) valued at \$72.00
Date and Time of Prize Draw	14/03/2016 at 02:00 pm AEST
Date and Time of Prize Redraw (if applicable)	15/06/2016 at 02:00 pm AEST
Location of Prize Draw	Wyndham Corporate Centre, 1 Corporate Court, Bundall Qld 4217
Method of Prize Draw	Electronic
Prize Publication Date	21/03/2016
Prize Publication Method	Winners' names will be published on

	www.wyndhamap.com/winners and respectively in The Australian Newspaper and notified in writing by email
Prize Redraw Publication Date (if applicable)	22/06/2016
Prize Conditions	
Time for Redemption	Three months
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 Prize	The amount by which the <i>Prize Value</i> is exceeded.
Time Limits	All prize components must be taken and/or used within six months of applicable draw date.
Individual Terms and Conditions	<ul style="list-style-type: none"> • All accommodation is subject to availability. • Travel must be taken within specified dates outlined in the <i>Time Limits</i> table. • Once an accommodation booking has been made, any amendments or cancellations will incur a fee which is to be paid in cash. • Accommodation cannot be taken during school or public holidays. • Government taxes and fees, Transfers, meals (except if provided as part of a package), spending money and items of a personal nature are not included as part of the <i>Prize</i>. Any extra guests over and above the usual occupancy of the accommodation as part of the prize will incur extra costs. • The Winner will assume all responsibility and costs for amounts that may become payable in excess of the <i>Prize</i>, this may include but is not limited to: hotel transfers, passports, visas, travel insurance, licensing and/or duty. • No refunds/credit notes will be given for any unused portion of the <i>Prize</i>. • <i>Prize</i> accommodation may be in WorldMark South Pacific Club rooms made subject to the Guidelines and Regulations of the WorldMark South Pacific Club. Accordingly, WorldMark South Pacific Club Owner demand for bookings at these resorts will take precedence over the prize winner's booking.

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 the Relevant State Authorities.
- 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 help in the Promoters database including:
 - i. Name;
 - ii. Email address; and
 - iii. 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 WorldMark South Pacific Club by Wyndham, the *Promoter* (and its related entities), The trustee for The Abicair Family Trust trading as Late Night Entertainment and all prize suppliers listed in the *Prizes* table above 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:
 - (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 party suppliers.

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, C/- Wyndham Vacation Resorts Asia Pacific, PO Box 7493, GCMC QLD 9726 or visiting www.wyndhamap.com/winners.

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 and The trustee for The Abicair Family Trust trading as Late Night Entertainment 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 they will be taken out of the competition.

8.2. By checking the consent box, entrants are confirming that they authorise the Promoter, its related entries and the trustee for The Abicair Family Trust trading as Late Night Entertainment 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 WorldMark South Pacific Vacation Ownership program, for an indefinite period, or until they opt out.

8.3. To retract your express consent from Wyndham Vacation Resorts 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. To retract your express consent from the trustee for The Abicair Family Trust trading as Late Night Entertainment reply to emails with the word "unsubscribe" and you will be removed from future emails.

8.5. 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.

8.6. 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.

8.7. 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.

8.8. 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. 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.
- 8.10. 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*.
- 8.11. 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 the Relevant State Authorities.
- 8.12. 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.
- 8.13. 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 www.wyndhamap.com or by sending a request to the Privacy Officer at Wyndham Vacation Resorts Asia Pacific, PO Box 7493, Gold Coast MC, Qld 9726.

© Copyright 2015 Wyndham Vacation Resorts Asia Pacific Pty Ltd ACN 090 083 613. Authorised by NSW Permit No. LTPS/15/06748 and ACT Permit No. TP 15/07148.