

Vanuatu Holiday Giveaway Terms and Conditions

Schedule

| | |
|---------------------------|--|
| Promotion Name | Vanuatu Holiday Giveaway with The Getaway Collective |
| Promotor | Enhanced Dailys Rewards Club Pty Ltd (ABN 99 679 123 294) of Level 5, 4 Columbia Court, Norwest, NSW, 2153 trading as The Getaway Collective (The Getaway Collective) |
| Eligible States | Australia-wide, excluding South Australia and Australian Capital Territory |
| Entrants | For an entrant to be eligible to win, an Entrant must be: (a) aged 18 years or older; and (b) a current legal resident of the Eligible States. |
| Entry Requirements | <p>To enter, an Entrant must either:</p> <p>(a) have an active membership with The Getaway Collective (by having purchased or renewed a membership at www.thegetawaycollective.com) with up-to-date contact details; or</p> <p>(b) purchase a participating product and complete the relevant contact details form at www.thegetawaycollective.com.</p> <p>The Entrant will receive the number of free entries specified with the package/product/membership. Entrants with continuous active membership may receive free accumulating entries, depending on the terms of their membership.</p> <p>During the Promotional Period, the Promotor may run special promotions and/or offer bonus entries at its discretion, by publication on its website or on its social media platforms. Such special offers will not be applied retrospectively.</p> <p>If a purchase is returned or refunded for any reason, any entries gained in connection with that purchase will be invalid.</p> <p>An Entrant may enter the Promotion as many times as they wish.</p> <p>This Promotion is open to genuine entrants only. The Promotor reserves the right to disqualify any entry or Entrant that it reasonably believes, to be ingenuine or not a real person, in its sole discretion.</p> |
| Promotional Period | Start date: 4pm AEST, Monday 2/12/2024 End date: 5pm AEST, Monday 23/12/2024 |

| | |
|--------------------------------------|---|
| <p>Prizes</p> | <p>There will be a maximum of three (3) Winners as follows:</p> <p>(a) 1st Place: The Winner may elect to receive:</p> <p>(i) a holiday to Vanuatu for up to 2 people for 7 nights at a luxury resort, including return flights (departing from a Capital City airport), and accommodation, valued at up to \$5,000 (Travel Prize); or</p> <p>(ii) a cash prize of \$3,000.</p> <p>(b) 2nd Place: \$500 cash prize.</p> <p>(c) 3rd Place: \$250 cash prize.</p> <p>The maximum total prize pool is \$5,750.</p> <p>Any prize containing cash will be referred to as 'Cash Prize'.</p> <p>The Travel Prize will be booked by the Promotor through www.myvanuatu.com.au or a substitute travel agency as agreed between the Promotor and Winner, up to the value specified in paragraph (a) above. In order to obtain all of the benefits listed at paragraph (a) above, the Winner must elect to book the Travel Prize through www.myvanuatu.com.au as a substitute travel agency may not offer the same benefits. The Travel Prize is subject to availability and subject to the terms and conditions of the travel agency, including any expiry date and blackout dates.</p> <p>The Winner must provide all booking details for the Travel Prize within 2 days of request by the Promoter. If the Winner is unable to provide full details to allow for the booking of the Travel Prize within 2 days of request by the Promoter, or if the Travel Prize cannot be awarded to the Winner due to or in connection with, any act, omission or fault of the Winner, the Winner must elect the Cash Prize, and/or is deemed to have elected the Cash Prize.</p> <p>If for any reason, the Promotor is unable to purchase the Travel Prize where it has been elected by the Winner, and such inability to purchase is not due to or in connect with the Winner's act, omission or fault, the Promotor may substitute the Travel Prize in accordance with clauses 13 and 14.</p> <p>The Promoter is not associated with any travel agency that is providing the Travel Prize and such agency is not a participant or sponsor of the Promotion.</p> <p>For the avoidance of doubt, if the Winner elects the Travel Prize, any entitlement to the Cash Prize is immediately forfeited and vice versa.</p> <p>A Winner may win multiple Prizes.</p> |
| <p>Drawing Date</p> | <p>8:30pm AEST, Monday 23/12/2024</p> |
| <p>Drawing Method</p> | <p>All valid entries will be assigned a number upon entry and the winners will be drawn (Winner) via randomdraws.com.au on the Drawing Date at 16 Church St, Terrigal, NSW, 2260.</p> |
| <p>Notification of Winner</p> | <p>The Winners will be personally contacted by phone by email within 7 days of the draw.</p> |
| <p>Publication of Winner</p> | <p>The Winners will be published online on the Promotor's website at www.thegetawaycollective.com for a minimum of 28 days, within 2</p> |

| | |
|---------------------------|---|
| | days of the draw. The Winner will also be published on the Promotor's social media platform/s. |
| Prize Delivery | <p>The Travel Prize will be delivered to the Winner electronically via the email address provided at entry. It is the sole responsibility of the Winner to have provided an accurate email address, booking details and to check its spam folder for delivery of the Prize.</p> <p>Any Cash Prize will be awarded by electronic bank transfer or, if the Winner is located in Metro areas of NSW, delivered by the Promotor as cash, as agreed between the Promotor and Winner.</p> <p>The Winner is solely liable for providing complete and accurate details for the delivery of the Prize.</p> |
| Winner Eligibility | <p>It is a condition of accepting the Prize that the Winner:</p> <p>(a) complies with these Terms and any other applicable The Getaway Collective terms, conditions and policies as made available to the Winner prior to winning, including Membership Terms and Privacy Policy.</p> <p>(b) provides proof of age, eligibility and identity to the satisfaction of the Promotor upon request;</p> <p>(c) upon request, provides all details required by the Promotor to arrange and deliver the prize in writing, within two (2) days of receiving a request for details from the Promotor;</p> <p>(d) provides to the Promoter, noting license given under clause 42:</p> <p>(i) for the Travel Prize: a photograph of the Winner at the holiday destination, within 5 days of redeeming the Travel Prize; or</p> <p>(ii) for the Cash Prize: a video of the Winner giving a testimonial as to receipt of the prize (the content of which is to be agreed by the Promotor and Winner) to the Promotor, within 5 days of receiving the Cash Prize,</p> <p>(e) agrees to, and validly executes the confirmation of receipt and acceptance of prize and legal release agreement provided by the Promotor upon request.</p> |

Terms and Conditions

1. These Terms and Conditions (**Terms**) govern the conduct of, and entry into the game of chance trade promotion conducted by the Promotor in accordance with the details set out in the Schedule (**Promotion**). The Promotion is being conducted to promote the Promotor's business.
2. The Schedule forms part of these Terms and Conditions and capitalised terms have the meaning set out in the Schedule. Participation in the Promotion is deemed acceptance of these Terms.
3. Any reference to time or date is Australian Eastern Standard Time (AEST). Any reference to currency is Australian Dollars, unless expressly stated otherwise.

Promotion

4. Entry into the Promotion is open for the duration of the Promotional Period set out in the Schedule unless varied by notice of the Promotor, subject to any regulator approval required.
5. Entries received after the End date of the Promotion will not be accepted or considered valid.

Eligibility

6. Entry into the Promotion is open to eligible Entrants as set out in the Schedule, that:
 - (a) comply with the Entry Requirements and these Terms;
 - (b) are not involved in conducting the Promotion or the management of any benefiting business in relation to the Promotion; and
 - (c) are not a director, officer or employed by the Promotor or an immediate family member (e.g. spouse, ex-spouse, de-facto spouse, child, step-child (including adopted), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister and first cousin) of a director, officer or employee of the Promotor.
7. Any entry not in compliance with these Terms is automatically invalid. The Promotor reserves the right to accept or reject non-compliant or incomplete entries in its sole discretion. If applicable, Entrants must retain their original purchase receipt or online invoice for any goods/services or membership packages purchased as proof of purchase.
8. There is no fee payable by the Winner from the Promotor to accept a Prize, however each Entrant is responsible for any expenses incurred in relation to participating in or winning the Promotion. An Entrant will not be reimbursed for any cost incurred in the event of winning the Promotion other than as expressly set out in these Terms.
9. Entrants must immediately notify the Promotor in writing of any changes to their contact details or any other details provided to the Promotor upon entry, during the Promotional Period.

Prizes and Prize substitution

10. The Prizes, including prize value and the total prize pool, is set out in the Schedule. Prize values are correct as at the Start date of the Promotion, however the Promotor is not responsible for any change in Prize value outside of its reasonable control after this date.
11. A Prize is not exchangeable or redeemable for cash or other goods or services, unless specified otherwise in writing.
12. Prizes are awarded on an "as is" basis. To the maximum extent permitted by law, including any rights which cannot be excluded, restricted or modified under Australian Consumer Law, the Promotor expressly disclaims all representations, warranties, conditions and guarantees of any kind, express or implied, oral or written, with respect to the Prizes. The Promotor will not make any modifications to any Prizes at a Winner's request.
13. Except if the Winner's address is in Victoria, if the Prize(s) are unavailable or becomes unavailable through no fault of the Promotor after the commencement of the Promotion, the Promotor may substitute the Prize with a substitute prize, provided that the substitute prize is of the same or similar value or specification as the Prize.
14. If the Winner's address is located in Victoria, Prizes may be substituted with a prize of the same or greater value than the original Prizes if:
 - (a) the Winner agrees in writing; or
 - (b) the original Prizes are unavailable due to circumstances beyond the control of the Promotor and reasonable but unsuccessful attempts have been made to reach agreement with the Winner.
15. If the Prize is lost in transit, stolen, delivered to an incorrect address or otherwise not accepted by a Winner or due to any error of a Winner, the Promotor will not be liable for re-drawing or providing a replacement Prize.

Prize Draw

16. The Winner will be drawn by the Drawing Method on the Drawing Date.
17. Each valid entry will have an equal chance of being drawn.

18. The Winner are solely liable for seeking their own independent financial advice with respect to any tax or duty implications arising from their prize winnings.

Winner

19. The Winner must be the person named on the winning entry. The Promotor reserves the right to require proof of identity and proof of eligibility (including but not limited to requiring documentation establishing a Winner's identity, age and place of residence) prior to awarding a Prize to a Winner.
20. The Winner must comply with the Winner Eligibility conditions set out in the Schedule. If a Winner fails to comply with these conditions, the Winner's entry will be deemed invalid and a Winner will be redrawn in accordance with these Terms.
21. The Winner expressly consents to their full name, State/Territory and postcode being published in accordance with the 'Publication of Winner' terms set out in the Schedule.
22. Upon confirmation of the Winner's eligibility, the Promotor will arrange award of the Prize in accordance with the terms for Prize Delivery set out in the Schedule.
23. Risk of the Prize transfers to the Winner upon delivery of the Prize to the Winner's nominated address or upon the Winner receiving access to or picking up the prize, whichever is earlier.
24. If the Prize is to be delivered to the Winner, the Winner's address must be within the Eligible States. Prizes will not be delivered to address outside of Australia. Cash prizes will be paid in Australian dollars and if relevant, will only be delivered to Australian bank accounts.

Rejection of a Prize

25. A Winner may opt to reject a Prize within 14 days after notification of winning by contacting the Promotor by email. In the event that a Winner rejects a Prize, the Promotor may redraw the Prize in accordance with clause 28.

Unclaimed Prizes

26. If a Prize is not able to be received by a Winner through no fault of the Promotor within a period of 3 months after the Draw Date (**Claim Period**), the Prize will be deemed forfeited and the Promotor may redraw the Prize on or after the date that is 3 months and 1 day after the Draw Date (**Redraw Date**) at the same location and by the same manner as the original draw, and the Redraw Date will be deemed the Draw Date for the purposes of these Terms.
27. The Promotor will make every reasonable effort to contact the Winner during the Claim Period.

Redraw due to Ineligibility or rejection of Prize

28. In the event that a Winner is ineligible to win a Prize (including where they do not meet the conditions of acceptance) or a Prize is rejected in accordance with clause 25, the Promotor may conduct a second draw for that Prize excluding the Winner that either rejected the Prize or is ineligible to win the Prize immediately upon discovering the Entrant is ineligible or on another date determined by the Promotor (**Redraw Date**) at the same location and by the same manner as the original draw, and the Redraw Date will be deemed the Draw Date for the purposes of these Terms.

Disqualification

29. An Entrant or purported Entrant or Winner is disqualified from the Promotion, and will not be eligible for any Prize, if they:
 - (a) enter the Promotion without being an eligible Entrant;
 - (b) tamper with the entry process including by using bots or other automatic or illicit means to enter the Promotion;
 - (c) submit an entry that does not comply with these Terms;

- (d) breach or are suspecting of breaching these Terms, including any condition of acceptance;
 - (e) harass, bully, intimidate or threaten any other person (including any other Entrant or the Promotor);
 - (f) use offensive language or behave in a disruptive, abusive or threatening manner;
 - (g) breach or are suspected of breaching any law or regulation; or
 - (h) engage in misleading or deceptive or fraudulent conduct or otherwise behave in a way that may (in the Promotor's opinion) bring the Promotor into disrepute, or affect the fair and proper conduct of the Promotion.
30. If a Winner is found to have been ineligible to win or disqualified from the Promotion, any prize awarded to the Winner must be immediately returned to the Promotor in accordance with the Promotor's instructions, at the Winner's sole cost.

Social Media Terms

31. Entrants agree:
- (a) that the Promotion is in no way sponsored, endorse, affiliated, administered or associated with Facebook, Instagram, TikTok, YouTube or Snapchat or any other social media platform used to promote the Promotion; and
 - (b) to release Facebook, Instagram, TikTok, YouTube and/or Snapchat from all liability in relation to this Promotion.

Amendment of the Promotion

32. The Promotor reserves the right to amend the Promotion, including the Promotional Period and/or Drawing Date of the Promotion, subject to approval of relevant regulatory bodies.

Termination of the Promotion

33. If for any reason beyond the reasonable control of the Promotor this Promotion is not capable of running as expected, the Promotor reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Promotion, except where prohibited by law.
34. The Promotor may terminate the Promotion at any time and for any reason prior to the Drawing Date, with the approval of relevant regulatory bodies.
35. If the Promotor terminates the Promotion prior to the Drawing Date, then the Promotor will not proceed to conduct the Draw and no Entrant or other person will be eligible to win any Prize under the Promotion.
36. The Promotor reserves the right to amend or cancel the Promotion, including any Prize offered, if there are changes to law which may render the Promotion or any Prizes offered under the Promotion unlawful.

Liability

37. To the maximum extent permitted by law and subject to clauses 39 and 40, the Promotor is not liable for any loss, cost, expense, damage or liability suffered or incurred by any Entrant or any Winner in connection with the Promotion, including in connection with:
- (a) late, lost, altered, damaged or misdirected entries or Prize acceptance, including due to error of a Winner or delays due to technical disruptions or network congestion;
 - (b) any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the Promotion;
 - (c) any theft, destruction, unauthorised access to or alteration of entries or Prize(s);
 - (d) any dispute between a Winner and any other person or third party;

- (e) any acceptance or use of the Prize(s); or
 - (f) any tax liability incurred by the Winner(s) as a result of winning or accepting the Prize(s).
38. Nothing under clause 37 limits any Entrant's or Winner's rights under the Schedule 2 of the *Competition and Consumer Act 2010* (Australian Consumer Law).
39. These Terms do not exclude or limit the application of any statutory provision, including but not limited to a provision of the Australian Consumer Law, where to do so would contravene that statute or cause any part of these Terms to be void.
40. To the maximum extent permitted by law, the Promotor's total aggregate liability to an Entrant or Winner arising out of or in connection with these Terms and the Promotion, is limited to any amounts paid by the Entrant or Winner to the Promotor in the 6 months prior to date that the relevant claim arose, which may be nil.

Force majeure

41. Without limiting clause 34, if the Promotion is unable to proceed or is not capable of running as expected, due to unforeseen circumstances or for any reason beyond the reasonable control of the Promotor, including cyber-attack, industrial strike, computer virus, fraud, or technical failures, the Promotor may take appropriate action with respect to the Promotion (including suspension, termination or modification of the Promotion) as it deems appropriate, subject to any relevant regulation or law or direction from a regulatory authority.

Privacy and personal information

42. The Winner consents to and grants to the Promotor, a perpetual, worldwide, irrevocable, royalty-free license to use their name, likeness, image and/or voice and any images provided by the Winner to the Promotor, in any media, marketing and promotional materials for the purpose of promoting the Promotor, this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promotor.
43. The Promotor will use and retain for a reasonable period the personal information of each Entrant for the following purposes:
- (a) to communicate with the Entrant regarding the Promotion;
 - (b) to verify that these Terms have been complied with;
 - (c) for marketing and promotional purposes as set out in clause 42;
 - (d) for accounting and legal purposes; and
 - (e) in accordance with any other uses set out in the Promotor's Privacy Policy, available at www.thegetawaycollective.com/privacy-policy.
44. An Entrant's personal information may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a Prize.
45. The Promotor will not use the personal information of an Entrant except in accordance with the purposes stated in this clause.

Dispute resolution

46. A complaint about the Promotion, including about claiming a Prize, may be made by contacting the Promotor, who will take reasonable steps to consider the entrant's point of view, taking into account any facts or evidence the entrant puts forward, and to respond to it fairly within a reasonable time.
47. The Promotor's decision in connection with all other aspects of the Promotion is final.

Contacting the Promotor

48. An Entrant may contact the Promotor by email at support@thegetawaycollective.com.

Governing law

49. These terms and conditions are governed by the laws of New South Wales and the Entrants submit to the jurisdiction of the courts of New South Wales in respect of any proceedings in connection with these terms and conditions.