

Terms and Conditions – Winter Holiday Fun Giveaway

By entering the Winter Holiday Fun 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 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, sponsors 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 Wednesday, 1 June 2022 at 09:00am (AEST) and concludes on Sunday, 31 July 2022 at 23:59pm (AEST) (the “Competition Period”). Entries can be submitted via the giveaway entry page at www.australiazoo.com.au up to Wednesday, 3 August 2022 at 23:59pm (AEST).
- 5) To enter the Competition, entrants must complete both of the following 2 steps:

Step 1

By obtaining a Competition Entry Ticket with a Unique Code (“Unique Code”) by completing one or more of the following activities:

- on entering Australia Zoo at 1638 Steve Irwin Way, Beerwah QLD 4519 will receive a giveaway entry ticket from our admissions team for each paid/pre-paid entry or annual pass entry (contra/fundraising passes are not eligible for an Entry Ticket); or
- purchase any 2 beverage products in one transaction at any of Australia Zoo’s food outlets (does not include alcoholic beverages or vending machine purchases); or
- purchase any 2 Streets ice-cream products in one transaction at Crikey Café, The Laughing Frog Lolly Shop or Africa Kiosk; or
- spend \$40.00 AUD in one transaction at any of Australia Zoo’s gift shops or Fujifilm Photo Lab (transactions for animal encounters, zoo keeper for a day program, online retail shop and tours are not eligible).

Step 2

Go to <http://www.australiazoo.com.au/giveaway> and fill out the competition form by registering the following details: first name, last name, date of birth, contact number, email address, address, unique code and photo upload of the entry ticket (the unique code must be clear and able to be read).” The unique code will become invalid after one entry has been registered.

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. Multi entries with the same Unique Code will be automatically disqualified.

- 6) 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 'Winter Holiday Giveaway – Marketing Department' to info@australiazoo.com.au; or
 - b. Fax with 'Attn: Winter Holiday Giveaway – Marketing Department' to +61 7 5494 8604; or
 - c. Post with 'Attn: Winter Holiday 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.

- 7) By submitting an entry to the Promotion, each entrant assigns all rights in the entry to the Promoter and Sponsors and consents to the Promoter and Sponsors, 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.
- 8) 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

The prize package (the "Prize") consists of a Limited Edition Obsidian Black Night Fury Telegraph X. Austrack Telegraph Hard Floor Camper Trail Package. RRP \$23,490 AUD including all standard fittings.

All optional extras and accessories, insurance, 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 1638 Steve Irwin Way, Beerwah QLD 4519 at an arranged time and date after Monday 22 August 2022. Ownership transfer documents for the prize have to be signed in person at an Austrack Campers location or via video call prior to collection of the prize. If the winner of the major prize does not have a valid Australian Driver's License it may be transferred to a nominated family member at the approval of the Promoter. Neither the Promoter nor the Sponsors are liable for any costs associated with the Winner travelling to collect the Prize or transporting the Prize upon collection.

1. 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.

WINNER

2. There is one (1) winner (the "Winner") for the Competition.

3. The Winner will be randomly selected from entries submitted within fourteen (14) days of the close of the Competition Period.
4. The Winner will be notified via phone or email. An announcement will be made on the Australia Zoo Facebook page after the prize has been collected.
5. 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 the Promoter shall repeat the procedure to randomly select a Winner from the remaining entries submitted.
6. 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 an indemnity form.
7. In the event that the Winner does not accept the Prize the Promoter shall repeat the procedure to randomly select a Winner from the remaining entries submitted.
8. Entrants consent to the Promoter and Sponsors 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 Sponsors.
9. The Promoters decision is final and the Promoter will not enter into correspondence regarding the result.
10. The Winner acknowledges that they must have a suitable tow vehicle to tow the camper trailer - at minimum, a vehicle with a brake tow rating of 2000KG and a 200KG tow ball weight.
11. The Winner acknowledges that their vehicle must be fitted with an ADR compliant brake controller prior to collection of the camper trailer.
12. The Winner acknowledges that they are responsible for all on-road costs associated with the camper trailer, including registration.
13. The Winner acknowledges that they are responsible for obtaining suitable insurance cover for the camper trailer.
14. The Winner acknowledges that delivery fees may be applicable.
15. The Winner acknowledges that they must allow an Austrack Campers representative to conduct a handover with them. This can be conducted in-store at one of Austrack Campers showroom locations or via video call.

LIABILITY

16. 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"). However, to the fullest extent permitted by law the Promoter, Sponsors and other organisers (including its respective officers, employees and agents) shall not be liable for any injury, expenses or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way (including negligence) out of the Competition, the Prize or any aspect of the Prize.
17. Entrants accept and acknowledge full responsibility for their decision to enter this Competition and participate in the Prize should they be chosen as the Winner. Except for

any liability that cannot be excluded by law each entrant completely releases the Promoter, Sponsors and other organisers (including its respective officers, employees and agents) from all liabilities, loss and damage of any kind arising at any time out of or in connection with the Competition and acceptance of and participation in the Prize.

18. To the extent permitted by law the Promoter, Sponsors and other organisers (including its respective officers, employees and agents) assume no responsibility for any:
 - a. interruption, error, omission, deletion, defect, delay in operation or transmission, communications line failure, any theft, destruction, unauthorized access or third-party interference or alteration of entries and reserves the right to take any action that may be available;
 - b. technical difficulties or equipment malfunction in relation to the Competition, the Prize or any aspect of the Prize (whether or not under the control of the Promoter, Sponsors and other organisers);
 - c. 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, Sponsors and other organisers;
 - 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. 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.

COVID-19

20. Due to the unprecedented nature of the covid-19 pandemic, Promoter reserves the right to limit, extend, revise, or cancel the promotion in its sole discretion at any time.

PROMOTER & SPONSOR'S DETAILS

21. The Promoter is Australia Zoo Operations Pty Ltd (ABN 20 653 279 306).
22. The Sponsors are Austrack Campers (ABN 75 609 693 674), Coca-Cola Amatil Limited (ABN 26 004 139 397) and Unilever Australia Ltd (ABN 66 004 050 828).