

## Competition Details of Participation – Game of Skill

Terms defined in this table are referenced throughout the operative terms and conditions below and carry the same meaning as in this table.

Word	Description/Meaning
<b>Promoter</b>	Wyndham Destinations Asia Pacific Pty Ltd
<b>Address</b>	Wyndham Corporate Centre, 1 Corporate Court, Bundall Qld 4217
<b>ACN</b>	090 083 613
<b>Telephone/Fax</b>	+61 7 5512 888 / +61 7 5512 8775
<b>Competition Details</b>	
<b>Competition</b>	2020 Home Engagement – Put Yourself in the Picture Competition
<b>Versions of this Competition</b>	Online only
<b>Competition Website</b>	<a href="https://clubwyndhamsp.com/activitieshub/put-yourself-in-the-picture-competition">https://clubwyndhamsp.com/activitieshub/put-yourself-in-the-picture-competition</a>
<b>Competition Start Date and Time</b>	12/05/2020 at 9.00am AEST
<b>Competition End Date and Time</b>	25/05/2020 at 11.59pm AEST
<b>Entry Details</b>	
<b>Eligible Entrants</b>	Australian and New Zealand permanent residents, who are Club Wyndham South Pacific vacation club owners, and submit an eligible entry in accordance with these Details of Participation.
<b>Number of Allowable Entries</b>	Unlimited
<b>Eligible Entry</b>	<p>Participants may enter by posting a comment in response to the competition post on the Club Wyndham South Pacific owner website Covid-19 Hub here - <a href="https://clubwyndhamsp.com/activitieshub/put-yourself-in-the-picture-competition">https://clubwyndhamsp.com/activitieshub/put-yourself-in-the-picture-competition</a></p> <p>Each submission must include:</p> <ol style="list-style-type: none"> <li>1. Their name and any participants in the photo. All participants must consent to their image being used for this competition and all terms related to it.</li> <li>2. A photo that replicates a Club Wyndham holiday. The photo must only use people, surroundings, props and costumes. No Photoshop or digital doctoring is permitted.</li> <li>3. A caption that is relevant to the photo and the Club Wyndham holiday they are trying to replicate.</li> <li>4. The email address which is connected to their Club Wyndham South Pacific owner account.</li> </ol> <p>Submissions must be posted prior to 11:59pm AEST Monday 25 May 2020 to be accepted.</p>
<b>Prize Details</b>	
<b>Total Prize Retail Value</b>	AU\$100.00
<b>Prizes</b>	1 x AU\$100 gift card issued by Lifestyle by Wyndham.
<b>Judges</b>	A panel of 3 judges, 2 from the Promotor and will also include Layne Beachley as the Club Wyndham South Pacific Ambassador.
<b>Entry Start Date and Time</b>	Tuesday 12 May 2020 at 9:00am AEST

<b>Entry Close Date and Time</b>	Monday 25 May 2020 at 11:59pm AEST
<b>Date and Time of Prize Judging</b>	Wednesday 27 May 2020 at 11:30am AEST.
<b>Unclaimed Prize Judging (if applicable)</b>	Tuesday 9 June 2020 at 11:30am AEST
<b>Location of Prize Judging</b>	Online
<b>Method of Prize Judging</b>	Judges will assess each submission (photo + caption) individually and mark each of the following criteria out of 5 (5 being top score). The individual score sheets will be supplied to one judge to collate and award the winner.  Judges will apply the following criteria in judging an entry based on: a) Creativity b) Originality c) Relevance d) Any other criteria the Judges deem appropriate
<b>Prize Winner Notification &amp; Publication Date</b>	Winners will be notified via email or phone (using their owner number as the identifier) on Thursday 28 May 2020.
<b>Prize Winner Notification &amp; Publication Method</b>	Winners' names will be published on the competition posts on the Owner website <a href="https://clubwyndhamsp.com/activitieshub/put-yourself-in-the-picture-competition">https://clubwyndhamsp.com/activitieshub/put-yourself-in-the-picture-competition</a>
<b>Prize Redraw Publication Date (if applicable)</b>	Redraw winners will be notified via email or phone (using their owner number as the identifier) on Tuesday 9 June 2020.
<b>Prize Conditions</b>	
<b>Time for Redemption</b>	A Lifestyle by Wyndham member account will be created for the winners, if not already established. Once created, a digital gift card of AU\$100 will be sent to the winners to redeem within the website <a href="https://www.lifestylebywyndham.com/">https://www.lifestylebywyndham.com/</a> . This may take up to 2 weeks from time of details being provided to setup their Lifestyle by Wyndham account and issue the gift card. The gift card is valid for 12 months from issue.
<b>Non-Cash Prize</b>	A prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other country.
<b>Costs in Excess of the Prize</b>	The amount by which the <i>Prize Value</i> is exceeded.
<b>Time Limits</b>	AU\$100 Lifestyle by Wyndham gift card is valid for 12 months from date of issue. Please allow 2 weeks from prize draw for Lifestyle by Wyndham member account to be setup and gift card to be issued.
<b>Individual Terms and Conditions</b>	Usage of Prize is subject to the terms and condition of Lifestyle by Wyndham. Full details found <a href="https://www.lifestylebywyndham.com/">https://www.lifestylebywyndham.com/</a>

## **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.
- 1.4. Where no eligible entries have been received, the *Promoter* has discretion to cancel the *Competition*.
- 1.5. The *Promoter's* decision in all instances is final and no further correspondence will be entered into.

## 2. Prize Terms

- 2.1. *Prize* awarded on *Date and Time of Prize Judging*.
- 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 Regulatory Authority approval.
- 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. Entrants will be uniquely identified by their Social account name, email address or phone number.
- 3.4. Intentionally deleted.
- 3.5. Where 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.
- 3.6. Entries received after the *Competition End Date and Time* are ineligible to win.
- 3.7. All entries must be ideas stemmed from the original thought of the competition entrant. As such, any entries must not have been previously published in any forum worldwide, unless they are the entrant's own. Any entries that are found to be derived from the designs of a third party will be considered invalid and, in the event of this being discovered after a prize was awarded; the *Prize* must be returned to the *Promoter*.
- 3.8. All entries become the property of the *Promoter* and will not be returned.
- 3.9. Employees and/or associates of Club Wyndham South Pacific and the *Promoter* (and its related entities), are not eligible to win.
- 3.10. 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*.
- 4.4. 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.
- 4.5. The Winner will assume all responsibility for *Costs in Excess of the Prize*.
- 4.6. 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 parties.
- 4.7. In the event that a *Prize* is not claimed within 3 months of the winner being notified, an *Unclaimed Prize Judging* event will be held.

## 5. Prize Judging

- 5.1. Chance plays no part in determining the prize winner.
- 5.2. The *Prize* will be awarded to the entrant who is deemed to have provided the best entry as determined by the judges.
- 5.3. *Judges* will apply the following criteria in judging an entry based on:
  - a) Creativity

- b) Originality
- c) Relevance
- d) Any other criteria the Judges deem appropriate

5.4. In the event the *Date and Time of Prize Judging* falls on a non-business day, the judging will take place on the next business day.

## 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 Destinations Asia Pacific, PO Box 7493, GCMC QLD 9726.

## 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* 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. Intentionally deleted.
- 8.2. Intentionally deleted.
- 8.3. To retract your express consent from Wyndham Destinations 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. In the event that the entrant does not provide their contact details (residential and email) and telephone number(s) (work, mobile and home/private) on the Entry Form, 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.
- 8.5. Entrants may be contacted by phone, mail or electronic messaging for the purpose of promoting the *Promoter*, a partner or supporting merchant's various products and services.
- 8.6. 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 database 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.
- 8.7. 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.
- 8.8. 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. 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*.

- 8.10. 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 directions from a regulatory authority.
- 8.11. 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.
- 8.12. 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](http://www.wyndhamap.com) or by sending a request to the Privacy Officer at Wyndham Destinations Asia Pacific, PO Box 7493, Gold Coast MC, Qld 9726.

© Copyright 2020 Wyndham Destinations Asia Pacific Pty Ltd ACN 090 083 613.