

WIN A MITSUBISHI PAJERO SPORT WITH G'DAY REWARDS

Conditions of Entry

WIN A MITSUBISHI PAJERO SPORT WITH G'DAY REWARDS (Promotion)

A. General

1. Information on how to enter this Promotion, mechanics of entry and prizes form part of these Conditions of Entry. Entry into this Promotion is deemed acceptance of these Conditions of Entry by each entrant. Participation in any competition is deemed as acceptance of these Terms and Conditions.
2. The Promoter is Australian Park Licence Co Pty Ltd (ABN 99 622 566 205) of Level 7, 60 Light Square, Adelaide, 5000. Telephone number: 1300 061 811.
3. The Promoter's website assets are discoveryholidayparks.com.au; topparks.com.au; gdayrewards.com.au.
4. The directors, officers, management and employees (and their immediate families) of the Promoter and its related bodies corporate are not eligible to enter this Promotion.
5. The Promotion commences Wednesday 12th February 2020 from 08:00am ACST and ends on Sunday 25th October 2020 at 11:59pm ACST (**Promotion Period**).
6. This is a game of chance and skill plays no part in determining the outcome.

B. Entry

7. Entry is open to permanent residents of Australia aged eighteen years or over who during the Promotion Period:
 - a. Join G'DAY REWARDS as a new member or renew their existing G'DAY REWARDS membership in person at a 'Discovery Parks and Top Parks' booth at a Caravan & Camping expo/show at any time during the Promotional Period; or
 - b. Join the G'DAY REWARDS Mailing List in person at a 'Discovery Parks and Top Parks' booth at a Caravan & Camping expo/show at any time during the Promotional Period, including disclosure of personal details including but not limited to:
 - i. Full name
 - ii. Email address
 - iii. Residential state
 - iv. Mobile phone number; or
 - c. Respond directly to Promotion specific electronic communications issued by the Promotor, at its discretion, at any time during the promotional period.

(Entry Criteria)

8. Subject to expressly opting out, entrants will be automatically entered when they meet the Entry Criteria during the Promotion Period.
9. The join or renewal fee for the G'DAY REWARDS membership must be paid in full by the entrant with no discounts (i.e. payment of the full join fee or renewal fee for a 2-year G'DAY REWARDS membership).
10. A purpose created Promotion corresponding promocode must be captured at the time of the transaction in order to be entered automatically to the competition.
11. An entrant who is eligible for a senior's G'DAY REWARDS membership price and pays the full amount of the senior's price is deemed as an eligible entry.

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12. If at the time of entry an entrant is confirmed by the Promoter as either a new or an existing valid G'DAY REWARDS Member, the entrant will receive an additional nine (9) entries in the Promotion.
13. Entrants who receive an entry in the Promotion as a result of joining the G'DAY REWARDS Mailing List are not entitled to receive any additional entries in the Promotion.
14. If a join or renewal is cancelled or refunded at any time, then the corresponding entry or entries will be deemed invalid.
15. Entrants may enter once for the duration of the Promotion Period and may only receive a maximum of nine (9) additional entries when qualifying for additional entries in accordance with clause 12 of these terms.
16. Entries will be deemed accepted at the time of receipt of payment by the Promoter and not at the time of transmission by the entrant. Any dispute as to whether an entry has been received will be determined by the Promoter and the Promoter's decision will be final in this respect. Incomprehensible and incomplete entries will be deemed invalid. All entries must include a valid first name, last name, email address and phone number.
17. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
18. Entrants who are automatically entered in the Promotion but no longer wish to participate, may email membership@gdayrewards.com.au to be removed from the Promotion.
19. Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry must be directed to the Promoter by email at membership@gdayrewards.com.au.
20. Entries not fully complying with these Conditions of Entry may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these Conditions of Entry, the entry will be discarded, and the relevant prize will be re-awarded in accordance with the relevant clause of these Conditions of Entry as if the discarded entry had not been received.
21. The Promoter reserves the right to request that the winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim the prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

C. Drawing Winners

22. The draw will be conducted on Friday 30th October 2020 at 11.00 am ACST at Discovery Parks Head Office (Level 7, 60 Light Square, Adelaide, 5000).
23. The Promoter will conduct by an electronic draw of all eligible entrants to determine all winners. The draw will be conducted by the Promoter as follows:

Electronic Software: www.drawmycomp.com (Approval No: 959)

Location: Level 7, 60 Light Square, Adelaide SA 5000

Date: Friday 30th October 2020

Time: 11.00am ACST

24. The Promoter's decision in relation to any aspect of this Promotion, including the selection of any winner/s and the criteria applied by the Promoter in determining the winner, is final and binding on every person who enters.
25. The winner/s will be contacted via telephone, post or email using the contact details submitted with their entries by the Promoter within 2 days after the draw.
26. The winner/s may be announced on the G'DAY REWARDS Facebook page (<https://www.facebook.com/groups/gdayrewards/>) and G'DAY REWARDS website

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(<https://www.gdayrewards.com.au/>) within 7 days of the draw. The winner/s may also be published via the G'DAY REWARDS, Discovery Parks and Top Parks Twitter and other social media accounts.

27. If a prize is not claimed within 3 months of publication, a redraw will be conducted. If required, the redraw will be conducted on Monday 1st February 2021 at 11.00am ACST at Discovery Parks Head Office (Level 7, 60 Light Square, Adelaide, 5000).
28. A redrawn winner will be notified by telephone within 2 days of the draw, and in writing within 7 days of draw. The name and address of the redrawn winner may be published on the Promoter's website (<https://www.gdayrewards.com.au/>).
29. If a winner becomes ineligible to receive a prize a subsequent redraw will be conducted on Monday 1st March 2021 at 11.00am ACST at Discovery Parks Head Office (Level 7, 60 Light Square, Adelaide, 5000).
30. All decisions of the Promoter are final, and no discussions or correspondence will be entered into.

D. Prizes

31. There are two (2) prizes to be won by two (2) individual winners. The prizes consist of a Mitsubishi Motors Australia MY20 Pajero Sport and a Wanderer Contour Single Swag.
32. The first valid entry drawn will win a Mitsubishi Motors Australia MY20 Pajero Sport.
33. The second valid entry drawn will win a Wanderer Contour Single Swag.
34. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST unless expressly stated otherwise). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
35. The prizes cannot be transferred, exchanged or redeemed for cash.
36. The winners are advised that tax implications may arise from their prize winning and they should seek independent financial advice prior to acceptance of their prize.

E. Individual Prize Conditions

37. Mitsubishi Motors Australia MY20 Pajero Sport
 - a. Maximum prize value is \$56,690 AUD (including GST).
 - b. The vehicle make, colour and model is subject to stock availability and will be at the absolute discretion of Mitsubishi Motors Australia Ltd ("Prize Sponsor"). Prize Details cannot be changed (i.e.. model/transmission/colour), and the prize must be accepted as stated above. The prize cannot be transferred (except as detailed in clause 36(e)).
 - c. The prize value includes 12-month registration, compulsory third-party insurance, floor mats, stamp duty and dealer delivery fees. The winner will be responsible for obtaining any additional insurance at their own cost.
 - d. In acceptance of the prize, the winner acknowledges that they may incur ongoing costs associated with the prize which is the entire responsibility of the winner. Neither the Promoter nor the Prize Sponsor take any responsibility for petrol, comprehensive insurance, health, transport, body, paint or mechanical damage, or any other costs or damages, from the date of prize delivery. Additional options/accessories and all ancillary costs is the responsibility of the winner. Unless expressly stated, all expenses become the responsibility of the winner.
 - e. If the winner does not hold a current open, unrestricted Australian Driver's Licence, the prize will be awarded to a person over the age of 18 nominated by the winner who holds a valid Australian Driver's Licence, on behalf of the winner. The winner and the adult nominated by the winner to receive the prize may be required to sign a prize transfer – legal release to formalise the transfer.
 - f. If the winner does not hold a current, open, unrestricted Australian licence, they must arrange for the prize to be transported from the dealership to their residence. Any costs associated with transporting the vehicle from the

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dealership are the sole responsibility of the winner and the Promoter, and Prize Sponsor accept no responsibility for these costs. Delivery can usually be arranged through the dealership if required.

- g. The prize will be awarded and provided to the winner by the Prize Sponsor. The winner will be contacted to arrange collection of the prize. Delivery of the prize may take up to 3 to 6 months depending on stock availability after the winner has been notified and confirmed details for vehicle registration and delivery. In some cases, prize delivery may take longer than estimated due to circumstances beyond Prize Sponsor's reasonable control.
- h. Delivery of the prize will occur through the winner's nearest authorised Prize Sponsor's dealer, which will be determined by the Prize Sponsor based on post code. All costs associated with travel to and or from the dealership are to be borne by the winner.
- i. The Promoter and the Prize Sponsor accept no responsibility for the condition of the prize once delivered by the Prize Sponsor's Dealer to the winner. The Promoter and the Prize Sponsor are not responsible, nor are they liable, for any damage or delay in the delivery of the prize to the winner.
- j. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any directions given under State regulation.
- k. If for any reason whatsoever the winner does not take an element of the prize at the time stipulated by the Promoter or the Prize Sponsor then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- l. It is a condition of accepting the prize that the winner agrees to abide by these Terms and Conditions, and the terms and conditions stipulated by Prize Sponsor, which can be found at www.mitsubishi-motors.com.au.
- m. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

38. **BCF Australia - Wanderer Contour Single Swag**

- a. The Maximum prize value is \$299.99 AUD (Including GST).
- b. If the model of swag is unavailable at the time the competition is drawn an equivalent model swag will be substituted.
- c. The prize includes delivery to all areas of Australia.

F. Intellectual Property

- 39. By accepting a prize, a winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed. Winners will not be entitled to any fee for participating in these activities.
- 40. The Promoter may require a winner to participate in promotional activity after the Promotion has ended. In consideration for the Promoter awarding the prize to the winner, the winner permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in any media whatsoever throughout the world for an unlimited period and the winner will not be entitled to any fee for such use.

G. Tax

- 41. The Promoter will not be liable for any tax liability, including without limitation income tax, fringe benefits tax, or any liability or loss of opportunity due to reportable fringe benefits, incurred by the winner, an entrant, [their employer] and/or another party in connection with participating in the Promotion or the receipt or use of any prize.
- 42. Entrants, the winner and/or any other party will be required to pay any taxes and other accommodation, transport or airport related charges (including any applicable GST on those taxes and charges) which may be incurred in connection with participating in the promotion or due on receipt or use of the prize.
- 43. Entrants should seek independent financial advice to ensure they understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before acceptance or use of a prize.

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44. The Promoter does not accept responsibility for and makes no representations about any tax liability as a result of participating in the Promotion or from receiving or using any of the prizes.

H. Legal

45. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that a winner and/or a winner's entry is of a type described in this clause. Any entrant disqualified under this clause is prohibited from any further participation in the Promotion.
46. 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 2010* (Cth) or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). The Promoter and its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and (iv) acceptance and/or use of any prize (including but not limited to any component of the winner's trip).
47. The Promoter will collect personal information in order to conduct this Promotion. Use and disclosure of such personal information will be covered by G'DAY Rewards Privacy Policy. The personal information collected as part of the Promotion is collected to enable the Promoter to administer the Promotion and identify the winners. By entering this Promotion, each participant consents to the use of their personal information for future marketing and promotional purposes of the Promoter, and its agents, contractors, service providers and prize suppliers without notice and without any fee being paid. Each entrant confirms that they allow their details to be used for this purpose. Use of entrant details disclosed to the Prize Sponsor will be subject to the Prize Sponsor's privacy policy which can be found at: <https://www.mitsubishi-motors.com.au/privacy-policy>. If an entrant no longer consents to their details being used for future marketing purposes, the entrant should contact the Promoter on their details set out below. For further information, G'DAY Rewards' privacy policy can be viewed at <https://www.gdayrewards.com.au/privacy-policy>.
48. Each Entrant acknowledges and agrees that their Personal Information may be disclosed to State and Territory lottery departments and each winner's name may be published as required under the relevant lottery legislation.
49. The Promotion is governed by Permit Numbers:
- a. SA Permit No. T19/2150
 - b. ACT Permit No. TP 19/04907.1
 - c. NSW Permit No. LTPS/19/40935