

## **Terms and Conditions – Win a Weekender**

### **General**

- 1) The Promoter is the Caravan Industry Association Ltd (ABN 70 057 668 041) of Suite 6, Level 1, 214 Graham Street, Port Melbourne VIC 3207. Telephone number +61 3 9815 2015.
- 2) Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
- 3) If there is any inconsistency between these Terms and Conditions and anything else that refers to this competition, these Terms and Conditions will prevail.

### **Who can enter**

- 4) Entry is open to all residents of Australia (except ACT and WA) over the age of 18 except employees and immediate families of the Promoter or Nationwide News Pty Ltd (ABN 98 008 438 828) or any publisher of an Eligible Newspaper and their associated companies and agencies. Immediate family includes the following: spouse, ex-spouse, defacto spouse, child or step-child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or first cousin.
- 5) Entrants must be 18 years of age or older as at the date of entry in order to be eligible to enter the competition. Entrants under 18 years of age must obtain the prior permission of their parent or legal guardian in order to be able to enter. The Promoter may require any such entrant's parent or legal guardian to sign a release at the Promoter's discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the winner. The release will include the parent or legal guardian's full name, address and telephone number. Failure to agree to the release and provide these details will invalidate the winner's entitlement to the prize, subject to State and Territory legislation. If the competition winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.
- 6) The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency 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.

### **When to enter**

- 7) The competition commences on Sunday 30th June 2019 at 12:00am AEST and concludes on Sunday 14th July 2019 at 11:59pm AEST (the "Promotional Period"). Entries must be received by the Promoter prior to the competition close date and time.
- 8) The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the entrant.

### **How to enter**

- 9) To enter individuals must purchase at least one (1) Eligible Newspaper (as defined at Clause 10), during the Promotional Period, and must locate the promotional code word found within the Eligible Newspaper. Individuals must, on the same day, visit [www.winaweekender.com.au](http://www.winaweekender.com.au) and provide the requested details including (but not limited to) their full name, address, state, postcode, telephone number, email and the promotional code word from that day's Eligible Newspaper and submit the fully completed online entry form at [www.winaweekender.com.au](http://www.winaweekender.com.au).
- 10) Eligible Newspaper(s) are:

- a) The Daily Telegraph, The Saturday Daily Telegraph, The Sunday Telegraph, Northern Star, The Daily Examiner (NSW)
  - b) Herald Sun, Sunday Herald Sun, Geelong Advertiser (VIC)
  - c) The Courier-Mail, The Sunday Mail, Cairns Post, Cairns Weekend Post, Townsville Bulletin, Weekend Bulletin, Toowoomba Chronicle, Sunshine Coast Daily, Morning Bulletin, News Mail, Daily Mercury, Queensland Times, Fraser Coast Chronicle, The Observer, The Gympie Times, Warwick Daily News (QLD)
  - d) The Advertiser, Sunday Mail (SA)
  - e) The Mercury, Sunday Tasmanian (TAS)
  - f) NT News, Sunday Territorian (NT)
- 11) The cost of accessing [www.winaweekender.com.au](http://www.winaweekender.com.au) will be dependent on the entrant's individual Internet Service Provider. Each individual can enter no more than once each day.
  - 12) Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
  - 13) The Promoter reserves the right to disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these terms and conditions or who has, in the opinion of 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 Promoter. This includes, but not limited to, entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.

#### **Number of Entries permitted**

- 14) Individuals may submit multiple entries throughout the Promotional Period subject to the following conditions:
  - a) no more than one (1) entry per person is permitted per day;
  - b) individuals can only enter on a day when they have purchased an Eligible Newspaper; and
  - c) each entry must be submitted separately and in accordance with the entry requirements; and
  - d) an entrant can win no more than one prize. Excluding SA Residents.
- 15) Entrants must retain their original Eligible Newspaper(s) printed code word(s) for all entries as proof of purchase. Failure to produce the required code word(s) for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize.

#### **Draw and Notification of winner**

- 16) The prize draw will take place at Engage Australia, Level 8, 56 Clarence St, Sydney NSW 2000 on Wednesday 17th July 2019 at 9am AEST. There will be two (2) major prize winners and 92 minor prize winners drawn from the pool of entries submitted. The winner of each prize will be, for that prize draw, the first valid entry drawn by Engage Australia by random computer selection. Each prize will be drawn separately from the remaining pool of entries. The winner/s will be notified in writing within two days of the draw and published in The Weekend Australian on Saturday 27th July 2019. If a drawn winner has already won a prize as part of this competition, the first drawn winner will be invalid to win again (excluding SA Residents) and therefore there will be an immediate redraw for that prize.
- 17) If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
- 18) The Promoter's decision is final and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.

- 19) Prizes will be awarded to the person named in the entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or Internet Service Provider account holder).
- 20) Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 21) Subject to State Regulation, an unclaimed prize draw will take place at Engage Australia, Level 8, 56 Clarence St, Sydney NSW 2000 on 17 October 2019 at 2pm AEST. The winner/s of the unclaimed prize draw will be notified by email within two days of that draw. Winner/s of prizes valued over \$250 will be published in the relevant Eligible Newspaper within 14 days of the draw.

**Prize on offer**

- 22) Individual prize value is up to \$122,300.00 (including GST). Total prize pool value is up to \$322,945.00 (including GST) as at 28 May 2019. There will be 92 winners in total, comprising of two (2) major prize winners and 90 minor prize winners.
- 23) One (1) major first prize winner nationally (excluding ACT and WA) will win One (1) x Avida Leura motorhome valued at \$122,300.00 RRP (drive away). The second major prize winner nationally (excluding ACT and WA) will win One (1) x Avida Rock Caravan valued at \$88,490.00 RRP (drive away).
- 24) 75 of the minor prize winners (5 each day) nationally (excluding ACT and WA) will each win one (1) x Ingenia Holidays voucher valued at \$1,000.00 RRP (75 winners in total).
- 25) 15 of the minor prize winners (1 each day) nationally (excluding ACT and WA) will each win one (1) x Dometic camping pack valued at \$2,477.00 RRP comprising of:
  - a) Dometic Waeco CFX 50W;
  - b) Dometic CoolPower RAPS44; and
  - c) Dometic Portable Solar PS180A.
- 26) A maximum of one prize can be awarded to any one person. Excluding SA Residents.
- 27) Unless otherwise expressly stated, prize values are based upon the recommended retail prices at the time of first publication of these Terms and Conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
- 28) Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
- 29) Prizes cannot be transferred, exchanged or redeemed for cash.
- 30) It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
- 31) 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. If an entrant under 18 years of age wins a prize then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf.
- 32) All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the Internet. Photographs will be allowed only at the discretion of the Promoter.

- 33) Prize must be claimed by Friday 1 November 2019. All winners will be contacted via the contact details they provided via their entry and a prize is claimed once the promoter receives a reply to the prize winning correspondence. In the event a winner does not claim the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- 34) The winner(s) (and their companion(s)) will need a valid Australian drivers license to be legally compliant and be fit for the purpose of towing the vehicle when collecting the motorhome or caravan.
- 35) The winner(s) are responsible for the motorhome and caravan registration and insurance before collecting the prize. The prize provider will assist with this process and provide in advance the details required to legally achieve registration and insurance plus any other legal requirements that must be satisfied.
- 36) Where the prize involves driving, travel or participation in an event, winners or any companions under 18 years of age must be accompanied by their parent or legal guardian at all times.
- 37) If the winner is under 18 years of age at the time of the draw the winner must hold a current Australian driver's licence. If such a winner does not hold such a licence, the Promoter will register the vehicle in the name of the winner's nominated parent or legal guardian on the winner's behalf. The Promoter is not responsible for and will not provide the winner with petrol, comprehensive insurance, health, transport, body, paint or mechanical damage, or any other costs or damages. The winner will be responsible for collecting the vehicle within 30 days of manufacturing the motorhome or caravan and any expenses he or she incurs while doing so.
- 38) Gift vouchers are valid until Tuesday 30th June 2020 or unless otherwise stated. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
- 39) Gift vouchers are for accommodation only and are not transferable or exchangeable for cash and must be presented upon check-in. Accommodation is subject to availability at the time of booking at any Ingenia Holidays property; an early booking is therefore recommended. Blackout periods may apply in some parks which may include school holidays, long weekends, and other key regional or local event periods. Individual vouchers must be used in a single booking transaction and any residual change from the booking is not refundable in cash or goods and services. Vouchers are valid for use at all Ingenia Holidays parks.
- 40) The winner(s) acknowledges and accepts that activities that form part of the prize are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place.

#### **Further Terms and Conditions**

- 41) Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of the competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
- 42) The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 43) If for any reason this competition is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, the Promoter reserves the

right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

- 44) Entrants are responsible for any costs associated with accessing [www.winaweekender.com.au](http://www.winaweekender.com.au). Access to that site is dependent on the Internet Service Provider.
- 45) Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
- 46) An entrant may not use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability. If the preceding sentence has been breached, the entrant will have all entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
- 47) 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 State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 48) The Promoter will make reasonable efforts to deliver prizes to the address provided by the prize winner. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
- 49) The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these terms and conditions.

#### **Copyright, Statutory guarantees, Waiver and liability**

- 50) In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or its related company's publications or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- 51) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any directions given under State Regulation.
- 52) The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss

or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

- 53) The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 54) All entries become the property of the Promoter (with the exception of any intellectual property rights comprised therein). The Promoter collects personal information about you for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with these terms and conditions but no further use of this information will be made without prior consent.
- 55) All entries become the property of The Promoter (with the exception of any intellectual property rights comprised therein) and the Promoter may use the entrant's names, addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant. By entering, entrants confirm that they allow their details to be used for this purpose. In addition, if entrants opt in their details will be provided to Nationwide News Pty Ltd for the same purposes. If entrants no longer consent to their details being used for future marketing purposes by either party, the entrant should contact the relevant entity on their details set out below.
- a) Caravan Industry Association Ltd (ABN 70 057 668 041) of Suite 6, Level 1, 214 Graham Street, Port Melbourne VIC 3207. Telephone number +61 3 9815 2015.
  - b) Nationwide News Pty Ltd (ABN 98 008 438 828) of 2 Holt Street, Surry Hills, NSW 2010. Telephone number 1800 6397.
- 56) Engage Australia, on behalf of the Promoter, is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining the winner). If you are not willing for this to occur you cannot participate in the promotion.
- 57) The Promoter collects information about you, including for example your name and contact details which you provide when registering or using our services as well as information from data houses, social media services, our affiliates and other entities you deal or interact with for example by using their services. We collect and use that information to provide you with our goods and services, to promote and improve our goods and services, to provide you with targeted advertising based on your online activities, for the purposes described in our Privacy Policy and for any other purposes that we describe at the time of collection. We may disclose your information to our related companies, including those located outside Australia. Any of us may contact you for those purposes (including by email and SMS) at any time. We may also disclose your information to our service and content providers, including those located outside Australia. If you do not provide us with requested information we may not be able to provide you with the goods and services you require. We may disclose your personal information to authorities if you are a prize winner or otherwise as required by law. Further information about how we handle personal information, how you can complain about a breach of the Australian Privacy Principles, how we will deal with a complaint of that nature, how you can access or seek correction of your personal information and our contact details can be found in our Privacy Policy at [www.caravanindustry.com.au/privacy-policy](http://www.caravanindustry.com.au/privacy-policy).

**Authorised under**

58) **NSW Permit No. LTPS/19/35554. SA Licence No. 19/1015**