



## SCHEDULE

<b>Item 1</b>	<b>Promoter</b>	Discovery Holiday Parks Pty Limited (ACN 111 782 846) of Ground Floor, 60 Light Square, Adelaide, 5000. Telephone number: 1300 061 811.
<b>Item 2</b>	<b>Promotion</b>	Narooma Beach Playground Social Competition
<b>Item 3</b>	<b>Promotion Period</b>	From 23 December 2023 at 09:00 AEDT to 31 January 2024 at 23:59 AEDT
<b>Item 4</b>	<b>Participating Parks</b>	Discovery Parks – Narooma Beach
<b>Item 5a</b>	<b>Entry Criteria</b>	<ol style="list-style-type: none"><li>1. Entrant must visit the Participating Park during the Promotion Period; and</li><li>2. Have an Instagram or Facebook account set to 'Public'; and</li><li>3. Take and post on the Entrant's Instagram or Facebook account a photo that:<ol style="list-style-type: none"><li>a. Shows themselves or their family using the adventure playground in the Participating Park; and</li><li>b. Tag @discoveryparksandresorts and include the hashtag #naroomaplayground.</li></ol></li></ol>
<b>Item 5b</b>	<b>Number of Entries</b>	Entrants will receive one Entry each time they meet the Entry Criteria during the Promotion Period. However, each Entry must be unique and submitted separately.
<b>Item 6</b>	<b>Prize</b>	The Winner shall receive one (1) Discovery Parks voucher valued at \$500. Total Prize monetary value is \$500.
<b>Item 7</b>	<b>Announcement Date</b>	9 February 2024.
<b>Item 8</b>	<b>Prize Delivery</b>	The Prize will be delivered to the Winner by email.
<b>Item 9</b>	<b>Notification of Winner</b>	Winner will be notified by direct message to their social media account. The Promoter will publish details of the Winner on Discovery Parks and Resorts Facebook and Instagram pages.
<b>Item 10</b>	<b>Acceptance of Prize</b>	Winner needs to reply to the Promoter's message and provide email address within 72 hours to accept prize.
<b>Item 11</b>	<b>Jurisdiction</b>	New South Wales



## Conditions of Entry

### A. General

1. Information on how to enter this Promotion, mechanics of entry and Prizes form part of these Conditions of Entry.
2. The Schedule forms part of these Conditions of Entry and where a capitalised term is defined in the Schedule, that term has the corresponding meaning in these Conditions of Entry.
3. Entry into this Promotion is deemed acceptance of these Conditions of Entry by each Entrant.
4. The Promoter is the party listed in Item 1 of the Schedule.
5. The Promoter's website assets are [discoveryholidayparks.com.au](http://discoveryholidayparks.com.au); [gdayparks.com.au](http://gdayparks.com.au); [gdayrewards.com.au](http://gdayrewards.com.au).
6. 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.
7. The Promotion operates for the Promotion Period.
8. This is a game of chance and skill plays no part in determining the outcome.
9. These Conditions of Entry are governed by the laws of the Jurisdiction.

### B. Entry

10. Entry is open to permanent residents of Australia aged eighteen years or over (**Entrant**) who during the Promotion Period meet the Entry Criteria.
11. Subject to expressly opting out, Entrants will be automatically entered when they meet the Entry Criteria during the Promotion Period (**Entry**) and may enter the Number of Entries shown in Item 5b of the Schedule.
12. All Entries will be deemed accepted at the time (in the time zone of the Jurisdiction) that the Entrant meets the Entry Criteria. For clarity, an Entry will only be accepted if the Entrant meets the Entry Criteria during the Promotion Period.
13. 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.
14. 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.
15. Entrants who are automatically entered in the Promotion but no longer wish to participate, may email [admin@discoveryparks.com.au](mailto:admin@discoveryparks.com.au) to be removed from the Promotion.
16. 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.
17. 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. Determining Winners

18. The Promoter will randomly allocate Prizes to Entrants (**Winners**) on or after the conclusion of the Promotion Period.
19. Winners will be notified by the method specified in Item 9 of the Schedule and can accept their Prize by the method specified in Item 10 of the Schedule.
20. Winners will be announced on the Announcement Date specified in Item 7 of the Schedule by the method specified in Item 9 of the Schedule and without limitation, may also be published via the websites and other social media accounts managed or operated by the Promoter.
21. If the Promoter determines in its sole discretion that:
  - a. the Winner meets some, but does not meet all, of the Entry Criteria;
  - b. the Entry submitted by the Winner is incomplete or indecipherable; or
  - c. the Winner becomes ineligible to receive a prize for any reason,the prize:



- d. will be automatically forfeited by the Winner; and
- e. may be reallocated by the Promoter to another eligible Entrant.

22. All decisions of the Promoter are final, and no discussions or correspondence will be entered into.

#### **D. Prize**

- 23. The number of Prizes to be won and the total Prize value is specified in Item 6 of the Schedule.
- 24. The Promoter accepts no responsibility for change in Prize value between now and the ultimate Prize redemption date.
- 25. Prizes cannot be transferred.
- 26. The Winner is advised that tax implications may arise from their Prize winning and they should seek independent financial advice prior to acceptance of their Prize.
- 27. The Promoter is not responsible, nor liable, for any damage or delay in the delivery of a Prize to a Winner.
- 28. If a 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 Jurisdiction regulation.
- 29. It is a condition of accepting the Prize that the Winner agrees to abide by these Conditions of Entry.
- 30. 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.

#### **E. Intellectual Property**

- 31. 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.
- 32. 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 promotional activity 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.

#### **F. Tax**

- 33. 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 and/or another party in connection with participating in the Promotion or the receipt or use of any Prize.
- 34. 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 a Prize.
- 35. 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.
- 36. 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.

#### **G. Legal**

- 37. 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 or deceptive. 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.
- 38. Nothing in these Conditions of Entry 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 States 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.



39. Where an Entry into the Promotion requires use of Facebook, Twitter or Instagram (**Platform**), the Promotion is in no way sponsored, endorsed or administered by, or associated with, the Platform. Any comments or questions about the Promotion should be addressed to the Promoter. Each Entrant releases the Platform from any responsibility in connection with the Promotion.
40. The Promoter will collect personal information in order to conduct this Promotion. Use and disclosure of such personal information will be covered by the Discovery Parks Privacy Policy or the G'Day Parks Privacy Policy (as applicable) which can be viewed at [https://www.discoveryholidayparks.com.au/privacy\\_policy\\_and\\_https://gdayparks.com.au/privacy-policy?preference%5B%5D=Essential&preference%5B%5D=Marketing&preference%5B%5D=Performance](https://www.discoveryholidayparks.com.au/privacy_policy_and_https://gdayparks.com.au/privacy-policy?preference%5B%5D=Essential&preference%5B%5D=Marketing&preference%5B%5D=Performance).
41. By entering this Promotion, each Entrant hereby consents to the use of their personal information for:
  - a. the Promoter to administer the Promotion and identify the Winners;
  - b. future marketing and promotional purposes of the Promoter and its agents, related bodies corporate, contractors, service providers and Prize suppliers without notice and without any fee being paid;
  - c. disclosure to State and Territory lottery departments; and
  - d. publication to the extent required under the relevant lottery legislation.
42. If an Entrant no longer consents to their details being used for future marketing purposes, the Entrant can contact the Promoter on the details set out in Item 1 of the Schedule or [admin@discoveryparks.com.au](mailto:admin@discoveryparks.com.au).