Discovery Holiday Parks – Win a Tinny Facebook Promotion

Terms and Conditions

Promoter

1. The Promoter is Discovery Holiday Parks Pty Ltd (ABN 50 111 782 846) of L2/60 Hindmarsh Square, Adelaide SA 5000.
2. Information on how to apply for the Promotion forms part of these Terms and Conditions. Applications not completed in accordance with these Terms and Conditions will be rejected.
3. Entering this Promotion is deemed to be acceptance of these Terms and Conditions and any other terms and conditions appearing on the Promoter's website at www.discoveryholidayparks.com.au (**Website**) specific to the Promotion.

How to Enter

4. This Promotion commences at 12:01am (AEDT) on 07 December 2011 and closes at 11:59pm (AEDT) on 29 February 2012 (**Promotion Period**).
5. Participation in this Promotion is only open to those persons who:
    a. are permanent Australian residents;
    b. are aged 18 years of age or over; and
    c. otherwise fulfill the application requirements set out in these terms and conditions (**Eligible Entrants**).
6. To enter the Promotion and be eligible to win, Eligible Entrants must, during the Promotion Period:
    a. 'Like' the Discovery Holiday Parks Facebook Page (www.facebook.com/discoveryparks);
    b. enter the Discovery Holiday Parks Facebook Application;
    c. read, acknowledge and agree to these Terms & Conditions;
    d. complete the entry form by submitting their full name, email address and postcode
    e. in 25 words or less, describe what makes a holiday special.
7. Employees or contractors of the Promoter or its related bodies corporate, or any suppliers of prizes, or the immediate family of such persons, are ineligible to enter this Promotion. "Immediate family" means any of the following: spouse, parent, child or sibling, whether or not they live in the same household as the relevant person.

Prize Winners

8. All entries into this "Win a Tinny" Promotion that are completed correctly will be eligible to win the prize.
9. The Promotion is a game of skill, based on the most creative entry. The winner of the Promotion will be selected by a panel of judges on 05 March 2012 at L2/60 Hindmarsh Square, Adelaide SA 5000.
10. The winner of the Promotion will receive one (1) of the following (**Prize**):
    a. 359 Proline (3.5m Hull);
    b. Vortex 8HP Outboard Motor; and
    c. Stacer Galvanised Boat Trailer.
11. The total prize pool value for this Promotion is $6,200.00 AUD
12. The Promoter will meet the costs of delivery of the Prize to a Discovery Holiday Park park (**DHP Park**) nominated by the prize winner. All other costs associated with the Prize will be the responsibility of the prize winner.
13. The Promoter's decision in relation to any aspect of this Promotion, including the selection of any winner and the criteria applied by the Promoter in determining the winner, is final and binding on every person who enters. No correspondence will be entered into.

14. All prizes must be taken as offered and are not exchangeable, transferable, or redeemable for cash or for resale. In the event that a prize is unavailable, the Promoter reserves the right to substitute a prize of equal or greater value.

Notification of Winners

15. The prize winner will be notified by email on 06 March 2012 and the winner's name will be displayed on the Website within one week of the Promotion closing. The Prize may be collected by the winner from the nominated DHP Park. Delivery of the Prize to the nominated DHP Park will occur approximately 4-5 weeks after the end of the Promotion.
16. The prize winner will need to complete and submit their full name, email address, postcode and contact phone number in order to claim the Prize and in order for the Promoter to notify the winner of the details of delivery of the Prize.
17. The Promoter reserves the right to require the winner to provide proof of age and proof of identity and/or residency to be awarded their prize. Identification considered suitable for such verification is at the discretion of the Promoter. Any entries of persons under the age of 18 will be void and the Promoter will not in any circumstances be obliged to award any prize to a legal guardian or parent of such entrant.
18. As a condition of accepting the prize, the prize winner may be requested to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
19. If the Prize remains unclaimed within a period of 3 months from the end of the Promotion Period, the Prize will be forfeited and may be used or distributed by the Promoter at the discretion of the Promoter.

Facebook acknowledgements

20. Each entrant in this Promotion:
    a. completely releases Facebook from any claim, liability, loss or damage arising in connection with this Promotion;
    b. acknowledges that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook; and
    c. acknowledges that the information provided by each entrant is provided to the Promoter and not to Facebook.
21. Participation and entry in this Promotion is conditional upon the entrant complying with all rules, regulations and guidelines set down by Facebook.

Entries and Entrants

22. All entries become the property of the Promoter. Entries not completed in accordance with these Terms and Conditions or received after the closing date will not be considered. No responsibility is taken for failure or delay in the sending of any entry.
23. The Promoter reserves the right at any time to disqualify any entrant who tampers with the entry process. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter or submit, produce or distribute materials repeatedly is prohibited and will render all entries for that entrant invalid.
24. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
25. Incomplete, indecipherable or illegible entries will be deemed invalid.
26. Any costs associated with becoming eligible to apply, applying or participating in this Promotion such as internet access, downloading of smart phone apps or internet download costs, will be at the cost of the entrant.
27. The Promoter accepts no responsibility for loss or damage to prizes in transit. All values and amounts that appear in these Terms and Conditions are inclusive of GST unless expressly stated otherwise.

Submission of Content or Material

28. When any person submits, produces or distributes any material for this Promotion including, but not limited to messages or sharing of links (**Content**), the person grants to the Promoter, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Each entrant agrees not to assert any moral rights in relation to such use and warrants that they have the full authority to grant these rights.
29. Entrants agree that they are fully responsible for the Content they submit, produce, share and/or distribute. The Promoter shall not be liable in any way for any Content to the full extent permitted by law.
30. The Promoter may remove any Content that does not comply with these Terms and Conditions. Entrants warrant and agree that:
    a. they will not submit, produce, share or distribute any Content that is unlawful or fraudulent, or that the Promoter may deem to be in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18 or otherwise unsuitable for publication;
    b. they will obtain prior consent from any person in respect of that person or their property that appears in their Content;
    c. they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
    d. their Content shall not contain viruses or cause injury or harm to any person or entity; and
    e. they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
31. The Promoter reserves the right to disqualify any entrant who submits or uploads any material that does not comply with these Terms and Conditions.
32. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
33. Each entrant acknowledges that entries, including Content, might be posted on to the Discovery Holiday Parks Facebook Page and on their individual Facebook profile via the relevant application (if any).

Variations to the Promotion

34. The Promoter may, in its absolute discretion, but subject to State and Territory law, modify, suspend, terminate, cancel or recommence this Promotion, as appropriate, if:
    a. for any reason, this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion; or
    b. the entry process, the determination of the prize winner and/or the delivery of the Prize is prevented or hindered by any outside agent or event including but not limited to vandalism, power failure, tempest, natural disaster, acts of God, civil unrest or strikes or other industrial action.
35. Where the Promoter does modify, suspend, cancel or in any way amend the Promotion, the Promoter will provide notice of this on the relevant promotion Facebook page (if any) subject to regulatory approval.

Limitation of Liability

36. The Promoter makes no representations or warranties as to the quality, suitability or acceptability of any goods or services offered as prizes.
37. To the extent permitted by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any personal injury; or any loss or damage (including loss of opportunity);

whether direct, indirect, special or consequential, arising in connection with this Promotion, including, but not limited to, where arising out of the following:

a. any act or omission by the Promoter or its employees or agents in connection with the arrangement of the supply or the supply of goods by any person to the prize winner;
b. malfunction, delay or congestion on any network or line, computer system, server or provider, computer equipment, software or website;
c. any theft, unauthorised access or third party interference;
d. delay, loss, alteration or misdirection of any email or entry (whether or not after their receipt by the Promoter), or failure of any email or entry to be received by the Promoter;
e. any variation in prize value to that stated in these Terms and Conditions;
f. any tax liability incurred by a prize winner or entrant; or
g. injury or damage to entrants or other persons relating to or resulting from participation in the Promotion, or downloading any materials for the promotion or use of any prize.

38. This clause does not affect, and is not intended to affect, any rights a consumer might have, which are not able to be excluded under applicable Australian consumer protection laws.

Privacy

39. Entrants to the Promotion consent to use of 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 Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
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 Promoter's 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.
41. Any email communication sent by the Promoter will have an “Unsubscribe” function.
42. For further information, the Promoter's privacy policy can be viewed at http://www.discoveryholidayparks.com.au/about_us/privacy_policy

General

43. If any term of these Terms and Conditions or the application thereof to any person or any circumstance shall be or become illegal, invalid or unenforceable, the same shall be read down, if such reading down is possible, and if found to be impossible, shall be severed and the remaining terms and conditions shall not be affected.
44. These Terms and Conditions will be governed by the laws of South Australia.