

COMPETITION TERMS AND CONDITIONS

“Great Summer Getaway”

TERMS AND CONDITIONS

Information on how to enter and the prize forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

Entry is only open to Australian residents over the age of 18

Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 1st

Promotion commences on 25/09/2017 and closes at 03:00pm AEDST on 17/12/2017 (“Promotional Period”).

To enter, individuals must purchase a participating product, input the requested details including their first name, last name, valid email address, telephone, and submit the fully completed entry form during the Promotional Period.

For the sake of clarity, by entering, individuals consent to using the camper trailer name they submit on entry for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation to the entrant, restriction on use, attribution or liability.

The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

Incomplete or indecipherable entries will be deemed invalid.

If 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.

The draw will take place at The Treetops Tavern on 17/12/2017 at 03:00pm AEDST. The winner will be notified by telephone and mail and their name will be published on <http://treetopstavern.com.au/> and/or facebook.com

The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.

The Promoter's decision is final and no correspondence will be entered into.

The first valid entry, as determined by the judges, will win an 'MDC Voyager' hard floor camper trailer valued at \$9,990 with 12 months registration provided by MDC Campers. All on road costs associated with taking and use of the camper trailer prize and all other ancillary costs associated with the prize, including but not limited to insurance, stamp duty, options will not be provided by the Promoter and are the responsibility of the winner.

For avoidance of doubt, the prize winner will be required to pick up the camper trailer from Treetops Tavern, 7 Executive Drive, Burleigh Waters, 4220

If the winner is, through any legal incapacity or otherwise, unable to register the camper trailer in their own name, then the winner may assign the camper trailer to another person (who consents to such assignment) with legal capacity for the purpose of registration. The

Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the camper trailer is awarded. It is a condition of accepting the prize that the winner (or the winner's parent/legal guardian if the winner is under the age of 18) may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

If for any reason the winner does not take the prize (or an element of that prize) by the time stipulated by the Promoter, then the prize (or the element of that prize) will be forfeited.

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If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to the camper trailer name nominated on entry, comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:

- a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem 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 15, or otherwise unsuitable for publication;
- b) Their Content shall not contain viruses or cause injury or harm to any person or entity;
- c) They will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
- d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
- e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and

f) 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.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

Entrants consent to the Promoter using 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.

If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.

Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws** in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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 any way out of the promotion.

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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 any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of the prize.

As a condition of accepting the camper trailer prize, the winner must sign any 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

The Promoter is Treetops Tavern Pty Ltd (ABN 92 676 356 033)