

# BIG4 Holiday Parks Ultimate Games Promotion

## Terms and Conditions

1. Entry to this promotion is deemed acceptance of these Terms and Conditions. Headings in this document are included for ease of reference and do not affect interpretation in any way.
2. Participation in this promotion is also deemed acceptance of the BIG4 terms and conditions that may be viewed at [www.big4.com.au/terms-and-conditions](http://www.big4.com.au/terms-and-conditions). For the purposes of this promotion, these terms and conditions will form part of BIG4's general terms and conditions.
3. The Promoter is BIG4 Holiday Parks of Australia Pty Ltd ("**The Promoter**"), ABN: 50 006 437 038, Suite 2, Level 2, 313 Burwood Road, Hawthorn, VIC 3122. Telephone: (03) 9811 9300.
4. This promotion is a Game of Chance based on entrants' successful answers to two specified questions. Winners will be randomly selected from those with correct responses.

### 5 WHO IS ELIGIBLE TO ENTER

- 5.1 This promotion is FREE to enter. No purchase is necessary.
- 5.2 Entry is open to Australian residents aged 18 years and over.
- 5.3 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 first cousin.

### 6. HOW TO ENTER

- 6.1 The competition starts at 9:00am (AEDST) on Thursday 19th of October 2023 and final entries must be received before 11.59pm (AEDST) on Sunday the 12th of November 2023. Please note that any entries received after this date will be deemed invalid and ineligible to enter. All entries will be deemed to be received at the time of receipt by The Promoter, not the time of transmission by the Entrant. Records of The Promoter and its agencies are final and conclusive as to the time of receipt.
- 6.2 Entry is only via [ENTER TO WIN Competition Form](#)
- 6.3 To be eligible to enter individuals must visit [ENTER TO WIN Competition Form](#) and undertake the following steps:
  - a) successfully select and submit the correct answer to two specified questions.
  - b) complete all relevant fields including your name, address, contact phone number(s).
  - c) agree that by entering the competition you consent to subscribe and receive BIG4 electronic newsletters

- 6.4 There is a limit a limit of one (1) entry per individual per different BIG4 Holiday Park competition post - and therefore a maximum of one (1) entries per person.
- 6.5 At the conclusion of the competition **every** entry, **including eligible multi-entries**, will be in the draw to win the Grand Prize.

## 7. THE PRIZES AND DRAW DATE

- 7.1 There is one (1) individual prize to be won consisting of one (1) Grand Prize.
- 7.2 The FIRST eligible entrant drawn randomly as a winner will win:
- One (1) Bananagrams with a r.r.p value of \$26.00
  - One (1) My First Bananagrams with a r.r.p value of \$26.00
  - One (1) Spot It Classic with a r.r.p value of \$18.00
  - One (1) Spot It Animals with a r.r.p value of \$18.00
  - One (1) Spot It Harry Potter with a r.r.p value of \$22.00
  - One (1) Spot It Disney Princess with a r.r.p value of \$22.00
  - One (1) Spot It Disney 100 Anniversary with a r.r.p value of \$22.00
  - One (1) Six Second Scribbles Game with a r.r.p value of \$18.00
  - One (1) \$500 BIG4 Holiday Parks gift voucher
- 7.3 The total value for the Grand Prize Winner is up to \$672.00.
- 7.4 PLEASE NOTE: The prize **does not** include any travel, meals, or out of pocket expenses or any other cost in relation to your accepting the BIG4 accommodation prize offer or attending a BIG4 Holiday Park.

## 8. DETERMINATION AND ANNOUNCEMENT OF WINNERS

- 8.1 Winners will be drawn randomly via a random electronic draw on [randomdraws.com.au](http://randomdraws.com.au), Trade Promotions and Lotteries Pty Ltd Level 2, 11 York St, Sydney NSW 2000 at 11am (AEST) **Monday the 13th of November 2023**.
- 8.2 Winners will be contacted within one (1) day of the draw.
- 8.3 Winners names will be announced on [www.big4.com.au/win](http://www.big4.com.au/win) within five (5) days of the draw.
- 8.4 If for any reason a winner is unable to accept the prize or any part of the prize a redraw will take place on [randomdraws.com.au](http://randomdraws.com.au), Trade Promotions and Lotteries Pty Ltd, Level 2, 11 York St, Sydney NSW 2000 on **13<sup>th</sup> February 2024**.

## 9. CONDITIONS OF ACCEPTANCE OF PRIZE(S)

- 9.1 The winner will receive the Spot It, Bananagrams and Scribbles games via tracked and registered post and the \$500 BIG4 Holiday Parks voucher via email. The winners indemnify The Promoter from all disputes and legal actions for any prize items that are mislaid, addressed incorrectly, not delivered, damaged, or stolen from the winners premises, theft from postal services or loss due to but not limited to electronic failure or failure by any third party in failure for any reason in delivering the prize or the winner(s) receiving the prize on any winner(s) electronic device, or printed versions.
- 9.2 The Winners indemnify The Promoter completely from any actions arising from, accepting the prize including, but not limited to, disputes and legal actions.
- 9.3 If for any reason the winner does not take the prize (or an element of the prize), then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- 9.4 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 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.
- 9.5 As a condition of accepting the 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 legal releases and indemnity forms
- 9.6 The prize will be awarded to the individual deemed by The Promoter to be the rightful recipient at The Promoter's sole discretion. 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.
- 9.7 Unless expressly stated as being included in the Prize, all other costs and expenses associated with taking the Prize become the responsibility of Winner including but not limited to all other incidental and ancillary costs incurred by Winner/s as a direct or indirect result of taking the Prize.
- 9.8 Winner/s should seek independent financial advice at the Winner's sole expense regarding any tax implications relating to the Prize or acceptance of the Prize.
- 9.9 The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash or product.
- 9.10 The Winner is bound by the terms and conditions pertaining to the BIG4 Gift Voucher and the \$500 Visa Card.
- 9.11 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, subject to any written directions from a regulatory authority.

- 9.12 By accepting a Prize, Winner/s agree that:
- a) if requested by the Promoter, the Winner/s will provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
    - i. provide comments about the Promotion and/or a photo or audio-visual clip of themselves; and
    - ii. participate in any promotional activity in connection with the Promotion or the Prize;
  - b) the Promoter may use their name, image, comments, photographs or audio-visual clips (**Materials**) for publicity and promotional purposes in any form of media, without reference or compensation to the Winner/s or any other person;
  - c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
  - d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
  - e) the Winner/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.
- 9.13 The Promoter accepts no responsibility or liability for any delay or failure by any third party to deliver the Prize or service or any delay or failure relating to the Prize itself including but not limited to the failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.

## 10. **LIMITATION OF LIABILITY**

- 10.1 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any other Platform. Eligible persons understand that they are providing their information to the Promoter and not to Facebook, Instagram or any other Platform. The information an Eligible Person provides will only be used for the purposes outlined in these Conditions. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Facebook, Instagram or any other Platform.
- 10.2 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*, as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* or similar State and Territory consumer protection laws (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the Promotion or the Prize/s.

- 10.3 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, its associated agencies and companies and those agencies and companies associated with or involved in the Promotion (including each of their respective directors, officers, employees, servants, contractors and agents past and present) is not responsible for and excludes all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:
- a) any technical difficulties or equipment malfunction (whether under the Promoter's control);
  - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion;
  - c) any delays or failures in any telecommunications services or equipment;
  - d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
  - e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - f) any variation in Prize value to that stated in these Terms and Conditions;
  - g) any tax liability incurred by a Winner or Entrant;
  - h) if a Prize or any part of a Prize is unavailable for any reason; or
  - i) use of the Prize/s.

- 10.4 If a Prize or service related to the prize is to be delivered directly to a Winner by a third party supplier, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize or service, any loss or damage to the Prize or property, any delay or failure relating to the Prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise.

5. In the event of war, terrorism, viral outbreak (local, epidemic or pandemic) that results in a quarantine, state or border or suburb or localised lockdown, state of emergency or disaster, the Promoter and its Prize supplier(s) reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

6. 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) subject to any written directions

from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

## **11. COLLECTION AND USE OF YOUR PERSONAL INFORMATION**

Before collecting your personal information we have a responsibility to provide you with a privacy collection notice. This includes how we collect, use and disclose your personal information.

- 11.1 BIG4 Holiday Parks of Australia Pty Ltd (“**The Promoter**”) collects personal information about you in order to conduct and manage the competition. The Promoter may also use your personal information to help improve its goods and services. The Promoter may share your personal information with our agents and consultants helping to administer the promotion, with the Promoter’s franchisees, affiliated holiday parks on our website, related companies, agents, contractors or promotional partners. The Promoter may, for an indefinite period, unless otherwise advised, use your personal information for promotional, marketing, publicity, research and profiling services. The Promoter, its franchisees and its Australian related companies and promotional partners may contact you with special offers and marketing via any medium including mail, telephone and commercial electronic messages (including email and SMS). By entering and providing personal information, you consent to the use of your personal information in this manner. Where BIG4 Holiday Parks Australia Pty Ltd holds personal information about you that it has collected from different sources, we may combine this personal information into a single record or collection of linked records.

All entries become the property of The Promoter. All entries will be entered into a database and The Promoter may use the entrant’s names, telephone numbers and email addresses for future promotional, marketing and publicity purposes. By entering the competition, entrants consent to their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact The Promoters on their details set out above. Any request to update, modify or delete the entrant’s details should be directed to The Promoter.

The Promoter will also use and handle your personal information as set out in our Privacy Policy that can be viewed at [www.big4.com.au/privacy-policy](http://www.big4.com.au/privacy-policy)

The privacy policy also contains information about how you may opt out, access, update or correct your personal information, how you may complain about a breach of the Australian Privacy Principles or any other applicable law and how these complaints will be dealt with.