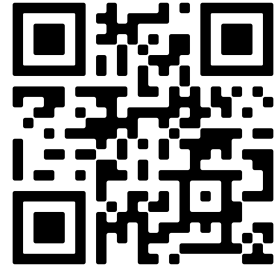


The Tweed Christmas Gift Guide Consumer Competition Terms and Conditions



1. Participation in the Competition is subject to the following terms and conditions and includes all information we provide on how to enter and prizes available. By submitting an entry into the Competition, you are indicating to us that you agree to be bound by these terms and conditions. Only entries that comply with these terms and conditions will be considered valid and eligible to win.
2. The Promoter is Tourism Group Australia Pty Ltd trading as Tweed Tourism Company ABN 90 628 620 931, Cnr Bay and Wharf Streets Tweed Heads NSW 2485, 1800 674 414, info@thetweed.com.au.

COMPETITION PERIOD

3. The competition commences at 9.00am AEDT on 27th November 2020 and ends at 5pm AEDT on 04th January 2021 (**Competition Period**).

WHO CAN ENTER THE COMPETITION

4. Customers are eligible to enter the Competition if they are:
 - 4.1 ordinarily resident in Australia; and
 - 4.2 aged 18 years or over (Eligible Entrants); or
 - 4.3 aged 16 years or over and have the consent of your parent or guardian to enter; and
 - 4.4 not an Ineligible Person

INELIGIBLE ENTRANTS

5. If a winner is under 18 years of age, then the Promoter requires to award the prize to the winner's parent or guardian and to require that the parent or guardian execute such acknowledgment, indemnity and release as reasonably required in the circumstances.
- Ineligible Person means any director, manager, employee of the Promoter, or any immediate family member of any of those persons.
 - Ineligible any participating business owner, employee of that business and next of kin for the business are exempt from entering the competition from sales of their own business (only).

HOW TO ENTER THE COMPETITION

6. To enter, Eligible Entrants must, during the Competition Period:
 - 6.1 Partake in one transaction a minimum spend of \$50.00 at a participating outlet. Participating outlets can be listed on visiitthetweed.com.au where the business has an active ATDW* listing, or alternatively via official in-store signage. *Australian Tourism Data Warehouse.

7. Multiple entries are permitted subject to compliance with these terms and conditions. Please note however one entry per transaction (i.e. a transaction for over \$100 does not mean two entry docketts).

DRAW DATE AND TIME

8. All valid entries will be included in the draw.
9. The draw will take place at 10am AEDT on 13th January 2021 at Cnr Bay and Wharf Streets Tweed Heads NSW 2485 (**Prize Draw Date**).
10. The first valid entry drawn will be the winner of the prize (**Winner**). The winner will be contacted by both phone (voicemail to be left) and email and will have two business days to claim their prize. If after this time the prize is unclaimed, a second entry will be drawn and the process repeated until a winner is successfully contacted.
11. The Prize will be announced and distributed in accordance with clause 22 below. Winning is not contingent on being present at the draw.
12. The Prize Draw will be scrutinised by an independent person.
13. **PRIZE(S)**

The Prize is made up of the following

1 Accommodation voucher valid at any of the seven Tweed Holiday Parks. The nights must be taken in off-peak season and are not to be used in conjunction with any other discount or package. Four person maximum, additional persons charged as extras at time of booking. Prize value \$400.00. Prize must be taken subject to availability before 31st December 2021.

2 Dinner for 4 persons at Xenia Restaurant Casuarina. The dinner is single use and public holidays surcharge applies. Prize value \$200.00. Prize must be taken subject to availability before 30th June 2021.

3 Tropical Fruit World farm tour family pass for 2 adults and 2 children, also included is their famous avocado dip pack as a welcome gift. Tour not valid during public holidays and you must ring reception to book. Prize Value \$162.00. Prize must be taken subject to availability before 31st December 2021.

4 In2surf Surf School group learn to surf lesson for 4 persons. Prize value \$220.00 Prize must be taken subject to availability before 30th June 2021.

The Prize does not include transfers to and from the locations and does not include travel insurance , this is the responsibility of the winner (**Prize**). All expenses other than those expressly referred to in this clause will be at the winner's and their companions cost. The Promoter will not be liable for the failure of the winner to meet travel schedules or cancellations and no cash or other prize will be awarded if the winner or the companion cancels for any reason. The Prize is not transferable and is not redeemable for cash (**Prize**).

14. All taxes (excluding GST), which may be payable as a consequence of receiving the prize, are the sole responsibility of the winner.
15. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner(s) accepting and/or using the Prize, except for any liability which cannot be excluded by law.
16. Eligible Entrants acknowledge that use of, or participation in, the Prize carries inherent risk. Eligible Entrants acknowledge that use of the Prize may be dangerous and if they (and any other person(s) sharing the Prize with the winner) choose to participate in the Prize they do so at their own risk. Use of the Prize may be subject to obtaining medical clearance. The Promoter or Prize supplier may require the winner to sign an agreement releasing the Promoter and/or Prize supplier from all liability arising from the winner's use of the Prize.
17. The prize is subject to the terms and conditions of Tweed Holiday Parks, Xenia Restaurant Casuarina, Tropical Fruit World and In2surf Surf School .
18. Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with the Prize supplied by the prize supplier, or the conduct of the prize supplier.

PRIZE DELIVERY

19. Prizes will be delivered, paid or transferred to the winner within 30 days of accepting the prize.

PRIZE SUBSTITUTION

20. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority.

WINNER NOTIFICATION AND PUBLICATION

21. Winner will be notified within one business day of the draw taking place.

The winner will be notified by both phone (voicemail to be left) and email

Once the prize is claimed, the name of the prize winner will be published in the next edition of Tweed Tourism Company's industry newsletter TTCNews and the Tweed Tourism Company Corporate and Whats On Tweed Facebook pages no later than the 28th January 2021.

UNCLAIMED PRIZES

22. All prizes will be distributed after the close of the Competition.
23. The Promoter will make reasonable efforts to identify and locate the Prize winner.
24. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information

or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion.

USE OF ELIGIBLE ENTRANT'S PERSONAL INFORMATION

25. Personal information including Eligible Entrant's name, telephone number, email and postcode will be collected and used for the purpose of conducting this Competition. This may require disclosure to third parties, including local regulatory authorities and the Promoter's agents or third party service providers, for the purpose of conducting the Promotion, or for promotional and marketing purposes (including for direct marketing) (Purpose).
26. By entering this Competition, Eligible Entrant's consent to the use of their personal information for the Purpose, and that the Promoter may contact them for future marketing and material purposes without payment. Eligible Entrants agree that the Promoter may use this information for that purpose.
27. Eligible Entrants may access, change or update their personal information by emailing the Promoter on info@thetweed.com.au or by phone at 1800 674 414 during office hours. A copy of the Promoter's Privacy policy is available at visitthetweed.com.au. The Privacy Policy contains information about how individuals may access or correct personal information or make a privacy related complaint.

INTELLECTUAL PROPERTY AND MORAL RIGHTS

28. By entering this Competition, Eligible Entrants license the Promoter to use the content of their entry in any way the Promoter wishes (including modifying, adapting, copying, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media in perpetuity without payment to the Eligible Entrant of royalties or compensation.
29. By entering this Competition, Eligible Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrants moral rights and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.
30. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights.

PUBLICITY

31. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.

GENERAL CONDITIONS

32. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be

deemed void if illegitimate, forged, manipulated or tampered with in any way.

33. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to Promoter.
34. The Promoter reserves the right to request verification of the any information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who submits an entry that is not in accordance with these terms and conditions, or who is involved in any way in interfering or tampering with the conduct of this promotion. Failure by the Promoter to enforce any of its rights does not constitute a waiver of those rights.
35. The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition 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 Competition.
36. The Winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, employees and agents) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
 - (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 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 market value to that stated in these terms and conditions;
 - (e) any tax implications; or
 - (f) the Prize or use of the Prize.
37. If for any reason beyond the reasonable control of the Promoter this Competition is not capable of running as planned, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the Competition, unless to do so would be prohibited by law.
38. The Promoter reserves the right to cancel, terminate, modify or suspend the Competition or amend these terms and conditions, subject to any directions from a regulatory authority.