

## WIN A HOLIDAY TO VANUATU

### CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and the prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

### ELIGIBILITY

2. Entry is only open to residents of Australia aged 18 years or older who, in the event their entry is drawn as the winning entry, are able to travel to and remain in Port Vila, Vanuatu for five (5) nights at any time during the periods 31/01/2017-31/03/2017, 26/04/2017-23/06/2017, 17/07/2017-15/09/2017 or 09/10/2017-08/12/2017 (**Entrants**).
3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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 cousin.

### PROMOTIONAL PERIOD

4. The promotion commences at **12:00pm (AEDT)** on **15/12/2016** and ends at **12:00pm (AEDT)** on **25/01/2017 (Promotional Period)**.

### HOW TO ENTER

5. **Existing Travelzoo members:** To enter, existing Travelzoo members must, during the Promotional Period:
  - a. log on to [www.travelzoo.com/au/prizedraw](http://www.travelzoo.com/au/prizedraw) (**Promotional Website**) and fully and correctly complete the online entry form in the manner required, including providing the Entrant's full name, current and valid email address and postcode;
  - b. tick the box that says "I am already a Travelzoo member";
  - c. click "Continue" to generate a unique link corresponding to the existing Travelzoo member's entry (**Unique Link**);
  - d. follow the prompts to share via Facebook, Twitter or email the Unique Link with friends who are eligible to enter the promotion (**Friends**); and
  - e. have at least one (1) Friend enter the promotion via the shared Unique Link in the manner required by having the Friend click on the Unique Link and complete their entry in accordance with steps a. – c. of Condition 5 for Friends who are existing Travelzoo members, or by clicking on the Unique Link and completing their entry in accordance with Condition 6 for Friends who are non-Travelzoo members. For the avoidance of doubt, if no Friend enters the promotion via the Unique Link shared to them by the Entrant in the manner required, the Entrant will not have obtained an entry.
6. **Non-Travelzoo members:** To enter, non-Travelzoo members must, during the Promotional Period:
  - a. if the non-Travelzoo member received a Unique Link, click on the Unique Link to access the Promotional Website (Entrants who do not receive a Unique Link will not be required to complete this step);

- b. log on to the Promotional Website and fully and correctly complete the online entry form in the manner required, including providing the Entrant's full name, current and valid email address and postcode; and
  - c. click "Continue".
7. Friends must be residents of Australia aged 18 years or older and eligible to enter the promotion. Each Entrant warrants that any and each Friend that they share their Unique Link with is known to them personally and that they have permission to send electronic communications to such persons. The operation of this referral mechanic is subject to the *Spam Act 2003* (Cth).
8. Only one (1) entry per person is permitted. Any subsequent entry of an Entrant after the first valid entry is received from that Entrant will be deemed invalid. This excludes Bonus entries as set out in Condition 9.
9. **Bonus entries:** Entrants who share their Unique Link with more than one (1) Friend to enter the promotion will gain one (1) bonus entry into the draw for each additional unique Friend who enters via the Entrant's Unique Link in the manner required. Entrants may refer a particular Friend only once during the Promotional Period and Entrants who have already entered the promotion cannot be referred as Friends by a subsequent Entrant.
10. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an Entrant on their online entry form will deem their entry invalid.
11. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
12. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
13. Entrants acknowledge that their personal Facebook page and/or Twitter page will be updated by entering the promotion if they choose to share their Unique Link via Facebook and/or Twitter and that their Unique Link will be featured generally on Facebook and/or Twitter for public viewing.
14. Facebook membership, notifications, pages, applications and use of Facebook generally is subject to its prevailing terms and conditions of use at [www.facebook.com/policies](http://www.facebook.com/policies). The promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about the promotion must be directed to the Promoter and not to Facebook.
15. Membership to and use of Twitter generally is subject to the prevailing terms and conditions of use of Twitter at [twitter.com/tos](http://twitter.com/tos). The promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter. Entrants understand that they are providing their information to the Promoter and not to Twitter. Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Twitter and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the

Entrant's participation in the promotion. Any questions, comments or complaints about the promotion must be directed to the Promoter and not to Twitter.

## **DRAW**

16. The draw to determine the winner will take place at 12:00pm (AEST) on 27/01/2017 at Level 23, 52 Martin Place, Sydney, NSW 2000. The winner will be notified in writing within two (2) days of the draw, and their name and locality will be published on the Promotional Website and the Promoter's Facebook page at [www.facebook.com/TravelzooAU](http://www.facebook.com/TravelzooAU) on 27/01/2017 and will remain on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify the winner of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
17. The Promoter may draw ten (10) additional reserve entries in the draw and record them (in order) in case an invalid entry or ineligible Entrant is drawn or the Entrant is ineligible to accept or declines to participate in the prize. Each Entrant whose entry is drawn by the Promoter must confirm their eligibility to be awarded the prize and their ability to accept and participate in the prize within **10 business days** of being successfully notified by the Promoter that their entry has been drawn, otherwise their entry will be deemed invalid. In the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to participate in the prize, the prize will be awarded to the first reserve entry drawn. If the prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded. If after this process the prize has still not been awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 27.

## **PRIZE**

18. The first eligible entry randomly drawn from all entries received during the Promotional Period will win one (1) travel prize to Port Vila, Vanuatu for five (5) nights during the period 31/01/2017-08/12/2017 (inclusive but excluding the following blackout periods: 01/04/2017-25/04/2017, 24/06/2017-16/07/2017 and 16/09/2017-08/10/2017) for the winner and one (1) companion aged 18 years or older, valued at up to **AUD\$3,500.00** depending on point of departure. The prize comprises of the following elements:
  - a. two (2) return economy airfares to Port Vila, Vanuatu from the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges);
  - b. five (5) nights accommodation in a Lagoon View Room at the Holiday Inn Resort Vanuatu in Port Vila, Vanuatu (twin share);
  - c. daily breakfast for two (2) at the Verandah Restaurant at the Holiday Inn Resort Vanuatu; and
  - d. return transfers to and from the destination airport and the Holiday Inn Resort Vanuatu.
19. The prize must be booked by **24/02/2017** and travelled in full by **08/12/2017**, or the prize is forfeited. Redemption of the prize is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of the prize must be taken together and when offered or are forfeited. The winner and their companion (if any) must travel together and depart from and return to the same departure point. The winner and their companion (if any) may not accrue frequent flyer points. Any extension or variation of the travel and/or accommodation date(s) nominated by the Promoter will be at the cost and responsibility of the winner and their companion (if any). The prize cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by a licensed agent nominated by the Promoter.

20. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prize, are the responsibility of the winner and their companion (if any). Such additional costs may include, but are not limited to additional meals and beverages, room service, telephone calls, laundry services, spending money, transport to and from airport departure point, other transfers, taxes including arrival and departure taxes (if applicable) but excluding airfare related taxes and charges included in the prize, insurance, travel insurance, passports and visas (if applicable). The winner may be required to present a credit card at time of accommodation check-in.
21. The winner and/or their companion (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the prize. Acceptance of the prize and participation in the prize is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers and any other prize suppliers, and in particular behaviour and safety requirements. The winner and/or their companion (if any) must follow all reasonable directions given by the Promoter and any prize supplier during the course of their participation in the prize, including all directions in relation to behaviour and safety. The Promoter and any prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of Port Vila, Vanuatu, to disqualify, sanction and/or eject the winner and/or their companion (if any) from the any prize related venue or location, or to refuse participation in certain activities, on the grounds of inappropriate behaviour, or safety reasons, or for any breach of these Conditions of Entry generally. If the winner and/or their companion (if any) fail to participate in the prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.
22. It is the sole responsibility of the winner to ensure their entry and the entry of their companion (if any) into Port Vila, Vanuatu, at their own expense, including ensuring all necessary passports are valid for six (6) months from date of travel and visas, travel authorisations, medical advice and recommended vaccinations and immunisations have been obtained prior to travel and, if required, on or by a date nominated by the Promoter. Failure to do so may result in the prize being forfeited. The Promoter makes no representation as to the safety of Port Vila, Vanuatu and it is the responsibility of the winner and their companion (if any) to check the travel advice issued by the Department of Foreign Affairs and Trade at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) and assess the safety of Port Vila, Vanuatu prior to travel.
23. It is the responsibility of the winner and their companion (if any) to ensure the food and/or beverage(s) included in the prize is consistent with their dietary requirements.
24. The Promoter reserves the right to request the winner and their companion (if any) produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner and their companion (if any) before issuing the prize and at any time during their participation in the prize.
25. It is a condition of accepting and participating in the prize that the winner and their companion (if any) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
26. The total maximum prize value is up to **AUD\$3,500**. The prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prize must be taken as offered and cannot be varied. The prize cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST (depending on point of departure).

## GENERAL

27. The Promoter may conduct a further draw at the same time and place as the original draw as is necessary on 28/04/2017 in order to distribute the prize if unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of any winner in the unclaimed prize draw, the winner will be notified in writing within two (2) days of the draw, and the name and locality of the winner will be published on the Promotional Website and the Promoter's Facebook page at [www.facebook.com/TravelzooAU](http://www.facebook.com/TravelzooAU) on 29/04/2016 and will remain on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify the winner of the results of the unclaimed prize draw (if any) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
28. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.
29. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
30. As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
31. As a condition of participating in the prize, the winner must procure that the winner's companion (if any) also consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
32. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
33. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any

which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable State or Territory legislation.

34. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. 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, 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 prize; and/or (iv) acceptance and/or use of any prize.
35. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
36. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
37. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prize (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. An Entrant also agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation.
38. The Promoter will provide to each Entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
39. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by logging into the Entrant's account (if applicable) at [www.travelzoo.com/au/myaccount](http://www.travelzoo.com/au/myaccount), filling out a feedback form at <http://www.travelzoo.com/au/help/suggestions> or writing to Travelzoo (Asia) Ltd, ATTN: Privacy Policy Department, Unit 3608, Level 36, AIA Tower, 183 Electric Road, Hong Kong. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at [www.travelzoo.com/au/privacy](http://www.travelzoo.com/au/privacy).
40. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related

companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

41. In these Conditions of Entry: “**Australian Consumer Law**” means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). “**Personal Information**” means, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
42. **Promoter:** Travelzoo Local (Australia) Pty Limited (ABN 74 147 365 455) of Level 23, 52 Martin Place, Sydney, NSW 2000; telephone: (02) 9220 5800.

NSW Permit No. [TBC]. ACT Permit No. [TBC].