

Show us how you summer

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 ; and the terms and conditions of any individual BIG4 Holiday Park participating in this promotion. For the purposes of this promotion, all these terms and conditions will all 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, Level 3, 250 Camberwell Road, Camberwell, Victoria, 3124. Phone: (03) 9811 9300
4. This promotion is a Game of Skill, and the winners will be decided by a panel of judges.

5 WHO IS ELIGIBLE TO ENTER

- 5.1 This promotion is FREE to enter. No purchase is necessary.
- 5.2 Entry is open to all 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 To enter, visit <https://www.surveymonkey.com/r/YNX8C2V> and complete all the required fields. As part of your entry, you must also submit one image that represents how you experience summer. The image must be your own

work, and it must be one that you have taken yourself. Any photographs that are not original will not be accepted. Please note that persons who have not completed all the required fields and submitted their own, original photograph will not be eligible to enter, and their entry will be declared null and void.

- 6.2 **The competition starts at 8:00am (AEST) on Monday the 16th of December 2024 and final entries must be received before 11.59pm (AEDST) on Friday the 31st of January 2025. (“The Promotional Period”).** 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.
- 6.5 It is the sole responsibility of the entrant to ensure that all their submitted personal details are correct and up to date when sharing with The Promoter. If any details you submit are incorrect you will be deemed ineligible to enter or win.
- 6.6 There is a limit of one (1) entry per person.

7. THE PRIZE

- 7.1 There are ten (10) individual prizes to be won.
- 7.2 The first ten (10) randomly drawn winners will receive the BIG4 prize that includes: One (1) BIG4 Holiday shirt, valued at r.r.p \$43, one (1) BIG4 Holiday shorts valued at r.r.p \$43, one (1) BIG4 Holiday bandana valued at r.r.p \$7.50, one (1) BIG4 hat valued at r.r.p \$10.95, one (1) BIG4 beach cricket bag valued at r.r.p \$19, one (1) BIG4 mug valued at r.r.p \$7.95, one (1) frisbee valued at at r.r.p \$10, one (1) BIG4 stubby holder valued at r.r.p \$4.75 and additional BIG4 merchandise that is subject to availability.
- 7.3 **Each individual prize is valued at \$146.15 r.r.p**
- 7.4 **The total prize value pool valued at \$1461.50.**

8. DETERMINATION AND ANNOUNCEMENT OF WINNERS

8.1 Winners will be judged at BIG4 Holiday Parks of Australia. Level 3/250 Camberwell Rd, Camberwell VIC 3124 at 10am (AEDST) on Monday, 3rd of February 2025. The judging will take into account the image provided by each entrant, and winners will be selected based on the quality and relevance of the image they submit.

8.2 Winners will be notified in writing by Friday the 7th of February 2025 (within 7 days of the major prize draws.)

Winners are also required to provide the following details:

- First Initial:
- Last Name:
- E-mail:
- Post Code:

8.3 Winners names will be announced on BIG4.com.au/win within seven (7) days of the draw.

8.4 If for any reason a winner is deemed ineligible to win, unable to be notified in writing or unable to accept the prize, a rejudge will take place at BIG4 Holiday Parks of Australia at 10am (AEDST) on the Thursday, 27th of February 2025. The winner of the redraw will be notified in writing (within 7 days of the redraw).

The winner of the rejudge will need to provide the following details:

- First Initial:
- Last Name:
- E-mail:
- Post Code:

9. CONDITIONS OF ACCEPTANCE OF PRIZE(S)

9.1 The winner indemnifies 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 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 The Promoter and its agencies and representatives associated with this promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prize except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- 9.4 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.
- 9.5 The prize is not transferrable or exchangeable and cannot be taken as cash or product.
- 9.6 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.
- 9.7 As a condition of accepting the prize, the winner must sign any legal documentation 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
- 9.8 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.
- 9.9 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.

- 9.10 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.
- 9.11 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 As elements of the prizes are fulfilled by a third party supplier to the Winners, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Prize or service, 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.
- 9.14 As the major prize is fulfilled by a third party supplier to the Winner, the Winner agrees to be subject to the individual terms and conditions of any BIG4 Holiday Park(s) they choose to fulfil their prize at.

- 9.15 The Winner and their family or guests agrees to indemnify The Promoter from any actions including but not limited to any claims, legal actions, damages, loss, injury or loss of life sustained while taking the prize.

10. LIMITATION OF LIABILITY

- 10.1 This competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter, or any other Platform. Eligible persons understand that they are providing their information to the Promoter and not to Facebook, Instagram, Twitter, 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, Twitter, 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 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.

10.5 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

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.