Trade Promotion: Game of Chance Schedule to Terms of Entry

Promoter	South Australian Tourism Commission (ABN 80 485 623 691), a body corporate under the South Australian Tourism Commission Act 1993 (SA) of Level 9 250 Victoria Square/Tarntanyangga, Adelaide, South Australia 5000
Name of Promotion	Great State Experiences Voucher
Website	Registration form and terms and conditions to be found at <u>www.southaustralia.com/voucher</u>
Relevant State/s	South Australia (Licence NoT21/396), New South Wales (Authority No. TP/ /00831), Victoria
Entry Restrictions	Entrants must be over the age of 18 Entrants must be a resident of South Australia, Victoria or New South Wales
Promotion Period	The Promotion starts on Wednesday, 21 April 2021 at 9:00am (ACST) and ends on Friday, 23 April at 10:00pm (ACST). Prize vouchers can be redeemed (by making a booking in accordance with the Redemption of Vouchers Rule) between 27 April 2021 and 23 May 2021. The travel period for bookings opens 27 April 2021 and closes on 31 July 2021.
Entry Method	To enter this Promotion, entrants must complete the entry form found at www.southaustralia.com/voucher. Each entrant is entitled to enter the draw once only selecting their preference for either: (i) a single day experience voucher; or (ii) a multi-day experience voucher to the value of \$200. The single day experience vouchers will be drawn in two lots as follows: (i) First draw for vouchers to the value of \$100; and (ii) Second draw for vouchers to the value of \$50.
Maximum Number of Entries	not be eligible for the second draw. One entry per entrant. Entrant to select a choice of a single day experience
Draw Details	 voucher or a multi-day experience voucher. Entrants cannot nominate for both categories. Prize winners will be selected by random electronic draws from the pool of eligible entries. Four draws will take place in order to allocate the vouchers identified in the Prize Details below. Draws are as follows: South Australian resident's single day experience voucher: Major prize is a \$100 voucher Minor prize is a \$50 voucher South Australia residents \$200 (multi-day experiences) voucher. Interstate resident's single day experience voucher: Major prize is a \$100 voucher Interstate resident's single day experiences) voucher. Interstate resident's single day experience voucher: Major prize is a \$100 voucher Minor prize is a \$100 voucher Interstate resident's single day experiences) voucher.
Prize Details	The prize is a voucher which entitles the prize winner to redeem the voucher value with participating tourism operators. 45,000 vouchers (intrastate – available to South Australian residents) 10,000 x \$50 travel vouchers 33,000 x \$100 travel vouchers

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Prize Restrictions (if any)	Vouchers can only be redeemed with South Australian tourism operators that are registered with the Promoter to participate in the Great State Experiences Voucher promotion. In most circumstances, use of the voucher will require a spend with a participating operator. Exact required spend will change depending on the operator and any offers registered by the participating operators. Use of voucher is subject to the availability of operators and any other block out dates and restrictions the operator may choose to enforce. Prizes are non-transferrable. Prizes cannot be redeemed for cash.
Total Prize Pool	Total prize pool of AUD \$4,825,000 \$4,200,000 for South Australia \$625,000 for interstate
Notification of Winners	Winners will be notified by email and mobile phone text message on 24 April 2021 at the conclusion of the draws.
Redemption of Vouchers Rule	 Winners will be provided with their voucher by email and mobile phone text message on 27 April 2021. The voucher must be redeemed with participating tourism operators by 23 May 2021 as follows: Voucher holder to visit website: www.experiences.southaustralia.com in order to access the list of participating businesses and their registered deals Voucher holder to select the deal that the voucher holder wishes to redeem the voucher against and follow the booking instructions provided for that deal.
Prize Delivery	Winners to be provided with their voucher and unique code by email and mobile phone text message on 27 April 2021.

- These Terms of Entry must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms of Entry. By entering, entrants accept these Terms of Entry. To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails.
- Entry is open only to residents of the Relevant State/s who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter, are ineligible to enter.
- 3. The Promotion will be conducted during the Promotion Period.
- 4. To enter the Promotion, entrants must follow the Entry Method during the Promotion Period.
- 5. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must independently comply with these Terms of Entry.
- The Promoter accepts no responsibility for late, lost, 6. incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the entrant.
- 7. Costs associated with accessing the Promoter's website remain an entrant's responsibility and may vary depending on Internet service provider used.
- The draw/s (if applicable) will be conducted in accordance with the Draw Details. The prize/s will be awarded to a valid entrant or entrants (as applicable) randomly drawn in accordance with the Prize Details.
- By entering this Promotion, an entrant consents to their name, location and any other information submitted to the Promoter being broadcast and/or published as required by law, and each entrant consents to the content of their entry being broadcast and/or published.
- 10. Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
- 11. The prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
- 12. A winner must redeem their prize in accordance with the Redemption of Voucher Rule set out in Schedule. If a voucher has not been redeemed in accordance with the Redemption of Voucher Rule (including any non-compliance with deadlines) then the voucher will automatically expire and the winner will not be entitled to a further voucher.
- 13. Vouchers cannot be redeemed for cash; used for booking or cancellation fees; used for multiple bookings; transferred to another person; or transferred to another booking with a separate provider.
- The terms and conditions of the chosen provider apply to any bookings made with a voucher. These terms may include, but are not limited to, cancellation

policies and fees. The Promoter is not a party to the booking made between a winner and their chosen provider and assumes no liability for any losses to the winner occurring under the booking.

- 15. The winner/s will be notified as stated in the Notification of Winners section of the Schedule and their name and state of residence will be published in accordance with any publication details required by law. By entering this Promotion, each entrant requests that his or her full address not be published.
- 16. The Promoter will not be liable for any direct or indirect loss (including, without limitation, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any voucher, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 17. Entrants can only register in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to enter and 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 sole discretion of the Promoter, be deemed invalid. The Promoter may require the winner/s to provide identification as requested by the Promoter including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter, participate and claim a prize, and any information submitted by the entrant in entering and participating in the Promotion, before issuing the prize. Identification considered suitable for verification is at the Promoter's discretion. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant has not been verified or validated to the Promoter's satisfaction, then any and all entries of that entrant will be ineligible and deemed invalid
- 18. If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these Terms of Entry, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 19. The Promoter reserves the right to verify the validity of any and all entries. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms of Entry; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages 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.
- 20. The Promoter makes no warranties or representations about the fitness for purpose or suitability of any of the tourism experiences offered by the participating operators and will not accept responsibility for the quality or fitness for any purpose of any tourism experience, or the failure of any tourism experience to be of a particular quality.

- 21. If for any reason any aspect of this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), communicable disease, infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries or vouchers.
- 22. Without limiting any other paragraph, the Promoter may at its sole discretion amend any aspect of this Promotion or of these Terms of Entry from time to time, subject to applicable laws and subject to the approval of the relevant authorities in each Relevant State, if required.
- 23. Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and to be contacted by the Promoter in relation to this Promotion.
- 24. The Promoter collects and stores Personal Information about an entrant on its databases to include the entrant in a Promotion and, where appropriate, award prizes. If the Personal Information requested is not provided, the entrant cannot enter the Promotion and is deemed ineligible. The Promoter may disclose entrant's Personal Information to its promotional partners, contractors and agents to assist in conducting this Promotion or communicating with entrants. An entrant also agrees that the Promoter may, in the event the entrant is a winner, publish or cause to be published the entrant's name and locality in any media. An entrant can gain access to, update or correct any Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the Promoter's address as stated in the Schedule. All Personal Information will be stored at the office of the Promoter or by its data storage providers. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be on the Promoter's accessed website at http://tourism.sa.gov.au/privacy-statement.
- 25. By entering this Promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant's Personal Information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with direct marketing materials, including information on special offers or to advise the entrant of the Promoter's other programs, products, services, events or activities that the Promoter believes the entrant may be interested in, 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 information with trusted third parties who may contact the entrant with special offers in this way where the entrant has provided their consent at the time of entry. By registering in the Promotion, an entrant acknowledges and agrees that the Promoter may use the entrant's Personal Information in the manner set out in this condition.
- 26. Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to Australian

dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.

- 27. Where this competition is communicated and/or conducted via a social media platform (including, but not limited to, Facebook, Instagram and/or Twitter), entrants acknowledge that use of social media platforms generally is subject to the prevailing terms and conditions of use of the social media platform (including, but not limited to, Facebook, Instagram and/or Twitter). The Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform (including, but not limited to, Facebook, Instagram and/or Twitter). The winner and their companion(s) (if any) are solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other Internet users. To the extent permitted by law, the winner and their companion(s) (if any) agree to indemnify, defend and forever hold harmless any and all social media platforms (including, but not limited to, Facebook, Instagram and/or Twitter) used in conjunction with this Promotion, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the winner and their companion(s) (if any) in respect of the winner's and their companion(s)' (if any) participation in the Promotion and any prize. Any questions, comments or complaints about the Promotion must be directed to the Promoter and not to any social media platform used in conjunction with this Promotion (including, but not limited to, Facebook, Instagram and/or Twitter). Entrants understand that they are providing their information to the Promoter and not to any social media platform (including, but not limited to, Facebook, Instagram and/or Twitter).
- 28. These terms and conditions are governed by and construed in accordance with the laws of South Australia and the parties submit to the exclusive jurisdiction of South Australia.
- 29. "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (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.