

Apollo Campervans Competition Terms and Conditions - Game of Skill

Information on how to enter forms part of the terms and conditions of entry.

- 1) Entry into this competition 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) The Promoter is Medium Rare Content Agency ABN 83 169 879 921 of Level 1/83 Bowman Street, Pyrmont NSW 2009 (+61 2 8114 8900). The promoter is an agency acting on behalf of Tourism Holdings Australia Pty Ltd (thl) and Qantas Airways Limited.

Eligibility to enter

- 3) Entry is open to all residents of Australia who are over the age of 18 years and are a Qantas Frequent Flyer member.
- 4) Directors, management, employees, contractors and their immediate families of the Promoter (Medium Rare Content Agency), and its related bodies corporate; Qantas Airways and its related bodies corporate; and, Tourism Holdings Australia Pty Ltd (*thl*) and its related bodies corporate are not eligible to enter the Promotion. Tourism Holdings Australia Pty Ltd is the parent company of Apollo.
- 5) The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

- 6) Promotion opens at 12:00am on Friday 1 March 2024 AEDT and closes at 11:59pm on Tuesday 2nd April AEDT (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
- 7) All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
- 8) Promoter accepts no responsibility for any late, lost, misdirected, delayed, ineligible, in-complete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason.

Entry into the promotion

- 9) To make a valid entry, entrants are required to log onto qantas.com/travelinsider and complete the online entry form in accordance with the instructions on the website and answer the question "In 25 words or less, tell us where you would take a campervan and why".

Entrants are required to fill out the following information:

- a. First Name, Last Name
- b. Contact email
- c. Post code (mandatory)
- d. Phone Number (not mandatory)

- 10) The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.
- 11) By agreeing to the opt-in option stated on the competition page, entrants agree that their personal information provided as part of the entry process will be shared with each of the following and entrants agree to receive electronic marketing communications from them: Medium Rare Content Agency, Qantas, *thl*, and/or its partners and related companies.
- 12) Please refer to Medium Rare Content Agency privacy policy for more information regarding how your personal data is used
<https://mediumrarecontent.com/wp-content/uploads/Medium-Rare-Content-Agency-Privacy-Policy.pdf>
- 13) Please refer to *thl*; privacy policy for more information regarding how your personal data is used: www.thlonline.com/privacy
- 14) Please refer to Qantas' privacy policy for more information regarding how your personal data is used: www.qantas.com/privacy
- 15) The Promoter is not responsible for any lost, late or misdirected entries.
- 16) Eligible Entrants are permitted only one entry (multiple entries are not permitted).
- 17) The time of entry will be deemed to be the time the entry is received by the Promoter.
- 18) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Judging of entries

- 19) This Competition is a game of skill, and chance plays no part in determining the winner. All entries will be judged individually based on originality, creativity and suitability of entry or as otherwise specified.
- 20) Winners will be determined by 6:00pm 12 April 2024 AEST at Level 1/83 Bowman Street, Pyrmont NSW 2009 Australia. Entries will be judged based on by a panel of judges appointed by the Promoter. The judges' decision is final, and the Promoter will not enter into correspondence regarding the result

The prizes

- 21) The Prize Pool total value is AU\$94,250 inclusive of GST. It is based on the recommended retail value at the time of printing. The Promoter/s accepts no responsibility for any variation in the value of the prizes.
- 22) There are eight (8) prizes as described below:
 - (i) Four (4) x allocations of 250,000 Qantas Points - total value of \$74,250
 - (ii) Four (4) x \$5,000 *thl* travel vouchers, total value of \$20,000. Each voucher can be redeemed for a return or one-way self-drive holiday in a 2WD or 4WD vehicle between *thl* branches.

Please note that the prize is for the campervan hire component only. All fuel costs, campsite fees, flights, transport/transfers to and from the airports, tolls, travel insurance, security deposits and personal expenditure are not included in the prize and must be covered by the winners. This is a single event

holiday and cannot be separated into different holiday vacations or redeemed for cash. The winners will be required to present their credit card upon checking in at their selected *thl* branch. The winner must be over the age of 21 and have a valid driver's license

All vehicles are subject to availability at the time of booking. Availability of this prize cannot be guaranteed during peak periods such as school holidays or special event periods and is subject to availability. The prize-winners will be required to sign a liability waiver form to accept the prize. The Promoter makes no representation as to the safety, conditions or other issues that may exist in transit or at any destination.

- 23) Prizes must be taken as stated and no compensation will be payable if a winner is unable to redeem the prizes as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accepts the conditions of use of that prize.
- 24) 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
- 25) The winners are responsible for all expenses relating to travel including spending money, meals (unless specified), drinks, transfers (unless specified), fuel, road user charges, laundry charges, activities (unless specified), incidentals, energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- 26) Prizes must be redeemed prior to 31 March 2025.
- 27) Where a prize is unavailable for any reason, the Promoter/s may substitute the prize for another item of equal or higher value. The Promoter/s accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
- 28) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, pandemic or epidemic the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter/s may in its absolute discretion cancel the promotion, subject to any required approval of the relevant authorities.

Notification of the winner

- 29) The Promoter will attempt to notify the winners via email and phone (if phone number is provided) by Friday 19 April 2024. Winners will be published using their first initial, surname and postcode, within the June issue of Qantas Magazine published on Saturday 1 June 2024 and online at Qantas Travel Insider from Monday 22 April 2024.

Right of the Promoter to rejudge

- 30) The Promoter/s reserves the right to rejudge entrants in the event that a winner does not meet the entry criteria. Individual prizes that have not been claimed by Friday 3 May 2024, will be rejudged in accordance with competition judging criteria.

Limitation of liability and variation of terms

If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.

- 31) The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law. The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (Promotion Parties) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

Tax Implications

- 32) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

Entry details and privacy

- 33) Entry details remain the property of the Promoter. The name of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, visit <https://mediumrarecontent.com/wp-content/uploads/Medium-Rare-Content-Agency-Privacy-Policy.pdf> to obtain a copy.
- 34) If Facebook, Twitter, YouTube, Instagram or any other social media website is used for this Promotion, the Entrant agrees to comply with (where applicable) Facebook's, Twitter's, YouTube's, Instagram's and any other social media website's terms and conditions in relation to promotions, including (as applicable) Facebook's Statement of Rights and Responsibilities, Twitter's terms of service, YouTube's terms of service and Instagram's terms of use. This promotion is in no way sponsored, endorsed or administered by, or associated with (where applicable) Facebook, Twitter, YouTube, Instagram or any other social media website (unless otherwise specified), and that any questions comments or complaints about this promotion must be directed to the Promoter and not to (as applicable) Facebook, Twitter, YouTube, Instagram or other social media website.