

Competition Details of Participation – Game of Skill

Terms defined in this table are referenced throughout the operative terms and conditions below and carry the same meaning as in this table.

Word	Description/Meaning
Promoter	Wyndham Vacation Resorts Asia Pacific Pty Ltd
Address	Wyndham Corporate Centre, 1 Corporate Court, Bundall Qld 4217
ACN	090 083 613
Telephone/Fax	+61 7 5512 888 / +61 7 5512 8775
Competition Details	
Competition	2016 Summer Splash Competition
Versions of this Competition	Flyer
Competition Website	NA
Competition Start Date and Time	01/01/2016 at 6:00am AEST
Competition End Date and Time	31/01/2016 at 11:59pm AEST
Entry Details	
Eligible Entrants	<p>Australian, New Zealand or Fiji permanent residents, who:</p> <ul style="list-style-type: none"> are aged 18 years or over; attend and complete a Vacation Ownership presentation (over the phone or face-to-face) with the <i>Promoter</i> during the competition period; purchase Vacation Credits in the WorldMark South Pacific Club during a Vacation Ownership presentation (both new and existing Owners) (“the Presentation”); <i>Finalise the Purchase</i>; and <p>Should entrant choose to make an application for finance with Finance by Wyndham Pty Ltd:</p> <ul style="list-style-type: none"> provide satisfactory evidence of income to support the application within 7 days following the day of the Presentation, to Finance by Wyndham Pty Ltd; or <p>Should entrant choose not to make an application for finance with Finance by Wyndham Pty Ltd;</p> <ul style="list-style-type: none"> provide payment in full within 7 days from the day of the Presentation. <p>To be an eligible entrant, you must submit an Eligible Entry in accordance with these Details of Participation.</p> <p>Individuals who purchase WorldMark South Pacific Club Vacation Credits from persons other than from the <i>Promoter</i> are not eligible to enter this promotion.</p>
Number of Allowable Entries	Only 1 competition entry is permitted per Ownership.
Eligible Entry	Participants may enter by:

	<ol style="list-style-type: none"> 1. Completing the 'Listening to You' flyer at time of purchase, and answering the question "What adventure would you like to take on your next WorldMark holiday?" in 25 words or less.
Prize Details	
Prize	Major Prize : 1 x 10,000 Incentive Credits, valued at AUD\$1,900.00 and 1 x Housekeeping Token, valued at AUD\$192.00 (a total prize value of AUD\$2,092.00).
Judges	A panel of 3 judges from the marketing team at Wyndham Vacation Resorts Asia Pacific Pty Ltd
Date and Time of Prize Judging	10/02/2016 at 2.00pm AEST
Unclaimed Prize Judging (if applicable)	09/05/2016 at 2.00pm AEST
Location of Prize Judging	Wyndham Corporate Centre, 1 Corporate Court Bundall QLD 4217
Method of Prize Judging	<p>Judges will apply the following criteria in judging an entry based on:</p> <ol style="list-style-type: none"> a) Appeal b) Creativity c) Originality d) Relevance e) Any other criteria the <i>Judges</i> deem appropriate
Prize Winner Notification & Publication Date	17/02/2016
Prize Winner Notification & Publication Method	Winners name will be published on www.wyndhamAp.com/winners and the winners will be notified via phone and/or email address on their Ownership account.
Prize Redraw Publication Date (if applicable)	18/05/2016
Prize Conditions	
Time for Redemption	Winners must claim their prize within 3 months from Date and Time of Prize Draw
Non-Cash Prize	A prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other country.
Costs in Excess of the Prize	The amount by which the <i>Prize Value</i> is exceeded.
Time Limits	Incentive Credits and Housekeeping Token valid for 12 months from date of award (Date of Prize Draw).
Individual Terms and Conditions	<ol style="list-style-type: none"> 1. Incentive Credits expire after 12 months from the date of award (Date of Prize Draw). 2. Incentive Credits may only be used on accommodation at WorldMark South Pacific Club Resorts and exchanges with RCI, ICE and Interval International and may not be used for Associate Resorts, Travel by Wyndham deals or any other travel or accommodation outside the WorldMark South Pacific Club. 3. The issue of these Incentive Credits does not impact your Privileges by Wyndham tier or program benefits. Incentive Credits awarded will not change Privileges by Wyndham member's trial tier.

	<p>4. Incentive Credits and Housekeeping Token are valid for 12 months from date of award (Date of Prize Draw) and must be booked for use before Credits expiry. Actual use may be taken after expiry of Incentive Credits and Housekeeping Token.</p> <p>WorldMark South Pacific Club Owners must, at all times, be in good standing with both Finance by Wyndham Pty Ltd ACN 091 790 993 and WorldMark South Pacific Club ARSN 092 334 015 in order to use Incentive Credits and Housekeeping Token.</p>
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Operative Terms and Conditions

1. General

- 1.1. Information on how to enter the *Competition* forms part of these Details of Participation and entry is deemed as acceptance of them.
- 1.2. No purchase necessary to enter contest or redeem prizes.
- 1.3. Entries not received by *Competition End Date and Time* or not completed in accordance with these Details of Participation will not be eligible to win.
- 1.4. Where no eligible entries have been received, the *Promoter* has discretion to cancel the *Competition*.
- 1.5. The *Promoter's* decision in all instances is final and no further correspondence will be entered into.

2. Prize Terms

- 2.1. *Prize* awarded on *Date and Time of Prize Judging*.
- 2.2. Winner to receive *Prize* as at the *Total Prize Retail Value* described in table above.
- 2.3. If for any reason the *Prize* is not available, the *Promoter* reserves the right to substitute another item for the *Prize*, in its sole discretion, of equal or higher value, subject to Regulatory Authority approval.
- 2.4. *Total Prize Retail Value* is correct at time of publication.

3. Entry Terms

- 3.1. Contest is open to *Eligible Entrants* only.
- 3.2. *Eligible Entrants* must comply with the *Number of Allowable Entries*.
- 3.3. Entrants will be uniquely identified by their email address or phone number.
- 3.4. Multiple entries from a single entrant based on the same or differing email address or phone number will not be permitted.
- 3.5. Where 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.
- 3.6. Entries received after the *Competition End Date and Time* are ineligible to win.
- 3.7. All entries must be ideas stemmed from the original thought of the competition entrant. As such, any entries must not have been previously published in any forum worldwide, unless they are the entrant's own. Any entries that are found to be derived from the designs of a third party will be considered invalid and, in the event of this being discovered after a prize was awarded; the *Prize* must be returned to the *Promoter*.
- 3.8. All entries become the property of the *Promoter* and will not be returned.
- 3.9. Employees and/or associates of WorldMark South Pacific Club by Wyndham and the *Promoter* (and its related entities), are not eligible to win.
- 3.10. Use of the promotional material or any other information connected to the *Competition* and/or the *Promoter* without prior written consent of the *Promoter* constitutes illegal use.

4. Prize Conditions

- 4.1. Where a *Non-Cash Prize* is awardable, the prize (in whole or in part) is not transferrable or exchangeable and cannot be taken as cash unless otherwise stated.
- 4.2. Where a cash prize is awardable, the prize (in whole or in part) is not transferrable or exchangeable unless stated otherwise.
- 4.3. Neither the *Promoter*, nor any of their agencies or affiliates accepts any responsibility or liability for:

- (a) the winner's failure to redeem the *Prize* within the *Time for Redemption* and/or in accordance with these Details of Participation; or
 - (b) the winner's failure to use the *Prize* within relevant *Time Limits*; or
 - (c) any damages/injury, loss however described arising out of the winners (and their friends where applicable) use or failure to use the *Prize*.
- 4.4. If a winner fails to redeem or use their *Prize* within these Details of Participation, the *Prize* will be forfeited subject to the guidelines of the gaming authorities in each State or Territory where relevant.
 - 4.5. The Winner will assume all responsibility for *Costs in Excess of the Prize*.
 - 4.6. Successful redemption of all prizes (both cash and Non-Cash Prizes) will be subject to *Individual Terms and Conditions* that may be imposed either by the *Promoter* or third parties.
 - 4.7. In the event that a *Prize* is not claimed within 3 months of the winner being notified, an *Unclaimed Prize Judging* event will be held.

5. Prize Judging

- 5.1. Chance plays no part in determining the prize winner.
- 5.2. The *Prize* will be awarded to the entrant who is deemed to have provided the best entry as determined by the judges.
- 5.3. *Judges* will apply the following criteria in judging an entry based on:
 - (a) Originality
 - (b) Relevance
 - (c) Creativity
 - (d) Appeal
 - (e) Any other criteria the *Judges* deem appropriate.
- 5.4. In the event the *Date and Time of Prize Judging* falls on a non-business day, the judging will take place on the next business day.

6. Notification

- 6.1. Winner(s) will be notified using the phone number and/or email address on their Ownership account.
- 6.2. Publication of Winner(s) will occur as per Prize Publication Method on the Prize Publication Date.
- 6.3. Publication of Winner(s) of redraws (as applicable) will occur as per Prize Publication Method on the Prize Redraw Publication Date.
- 6.4. The name of the Prize winner(s) may be obtained by sending a self-addressed stamped envelope to Winners List, C/- Wyndham Vacation Resorts Asia Pacific, PO Box 7493, GCMC QLD 9726 or visiting www.wyndhamvrap.com/winners.

7. Promotion

- 7.1. By entering, the prize winner agrees to the use of entry answer, pictures, names and/or statements for future promotional purposes without further payment or consideration.
- 7.2. By entering this promotion, unless otherwise advised, each entrant also agrees that the *Promoter* may use this information or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.

8. Important Information

- 8.1. Information/ data provided and/or used as part of competition entry that contains personal information of third parties such as phone numbers, mail or email addresses, or that contains material which is unlawful, or makes reference to illegal activities, or that is offensive, abusive, obscene, defamatory, threatening, indecent or which is sexual or pornographic in nature, that vilifies, insults or humiliates any person, (whether fictional, alive or dead) or which highlights, addresses or attacks any person on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability, or that contains profanity or spiteful remarks, or material that is commercial in nature, (this may include but is not limited to materials which advertise or promote any goods or services, websites, competitions, schemes or any other matter), or that contains false, misleading or deceptive information, misinformation or rumour, or that you do not have a right to post because of any law or arising out of a contractual obligation, or that contains viruses, or other malicious code, files or programs designed to interrupt, limit or destroy the functionality of other

computer software or hardware will be removed from competition, and the entrant will be deemed ineligible to enter the competition or receive any *Prize*.

- 8.2. The *Promoter* assumes no responsibility for any failure to receive an entry or for inaccurate information or any loss, damage or injury as a result of technical or telecommunications problems, including security breaches even to the extent that such failure, loss, damage or injury may be caused by the negligence of the *Promoter*. If such problems arise, then the *Promoter* may (where necessary) modify, cancel, terminate or suspend the promotion, subject to the relevant State Authorities.
- 8.3. Any contact the *Promoter* or its employees have with entrants may be monitored and/or recorded for training and/or compliance purposes. Please advise at point of contact if you do not wish this to occur.
- 8.4. The *Promoter* reserves the right to block, prohibit or withdraw entries where that entry impairs the proper operation of the competition and/or the *Promoter's* business, including automated entry systems and/or services.

9. Privacy Policy

- 9.1. Our Privacy Policy is available at www.wyndhamap.com or by sending a request to the Privacy Officer at Wyndham Vacation Resorts Asia Pacific, PO Box 7493, Gold Coast MC, Qld 9726.