

Insider Guide - UNiDAYS Competition Terms & Conditions

Part A – Standard Competition Terms

1. Promoter

The promoter is UNiDAYS Australia Pty Limited of Level 19, 45 Clarence Street, Sydney, NSW, 2000.

2. Eligibility

- A. To enter this competition you must be aged 18 years old or over. By entering the competition, you confirm that you are 18 years old or over.
- B. This competition is not open to:
 - a) employees of the Promoter or its subsidiary companies;
 - b) employees of agents of the Promoter or subsidiary companies, who are professionally connected with the competition or its administration; or
 - c) members of the immediate families or households of (i) and (ii) above.
- C. The Promoter will not accept and will not count competition entries that are:
 - a) automatically generated by a computer (including systems which can be programmed to vote) or by macros;
 - b) completed by third parties or in bulk;
 - c) illegible, have been altered, reconstructed, forged or tampered with; or
 - d) incomplete.
- D. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- E. Participants must have a verified UNiDAYS® account during the competition period.
- F. For all competitions run on social media channels, the following eligibility criteria apply (as amended from time to time):
 - a) Twitter – you must “follow” @UNiDAYS and include an @UNiDAYS mention in your entry;
 - b) Facebook – you must “Like” the UNiDAYS Facebook page (<https://www.facebook.com/unidays>);
 - c) Instagram – you must “follow” @UNiDAYS; and
 - d) Snapchat – you must “follow” UNiDAYS on Snapchat.
- G. By entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition and if you cannot, you may be disqualified from the competition.
- H. If it becomes apparent that a participant is using a computer(s) to circumvent the condition in (2)(c)(i), for example by masking their identity by manipulating IP addresses, using identities other than their own or any other automated means in order to participate in the competition, that participant will be disqualified and any prize awarded will be void.

3. Acceptance of Terms and Conditions

- A. Together the “**Part A - Standard Competition Terms**” and “**Part B - Specific Competition Terms**” constitute the Terms and Conditions applicable to the competition.
- B. Please read the Terms and Conditions carefully and make sure that you understand them, before taking part in the competition. By submitting a competition entry, you are agreeing to be bound by these Terms and Conditions.

4. Data Protection

- A. If you are the winner of the competition, you agree that the Promoter may use your name, image and town, county or region of residence to announce the winner of this competition and for any other reasonable and related promotional purposes.
- B. By entering, you agree that if you win, you will participate, for no additional fee, in any reasonable publicity arranged by the Promoter, its agents or suppliers.
- C. By entering the competition, you agree that any personal information provided by you with the competition entry may be held and used only by the Promoter or its agents and suppliers to administer the competition and for the purposes set out in these Terms and Conditions.
- D. Any personal information collected by the Promoter will be processed in accordance with applicable data protection laws.
- E. By entering this competition you agree that the Promoter may use the data collected from you for the purposes of sending you marketing communications on sales and promotions operated by the Promoter. The data will not be disclosed by the Promoter to any other organisation that is not associated with the Promoter unless you have opted in to such communications when entering the competition.

5. Ownership of competition entries and intellectual property rights

- A. All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.
- B. By submitting your competition entry and any accompanying material, you agree to:
 - a) assign to the Promoter all your intellectual property rights with full title guarantee; and
 - b) waive all moral rights, in and to your competition entry and otherwise arising in connection with your entry to which you may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- C. Where applicable, by submitting your competition entry you confirm that:
 - a) the competition entry is an original entry and has not been copied wholly or substantially from any other source;
 - b) you are the owner of all rights in the competition entry;
 - c) your entry is not defamatory or offensive; and
 - d) your entry does not infringe the rights of any third-party.
- D. Where applicable, to the extent that your competition entry includes a third-party image, you confirm that any rights arising in such image have been waived for that use. If an image is of a person under 18, parental or guardian consent must be provided.
- E. You hereby agree to provide evidence of any required consents at the Promoter's request. If you fail to provide such evidence, the Promoter may, in its sole discretion, disqualify you from entering the competition.

6. Promoter's Rights

- A. If the Promoter reasonably believes you have breached these Terms and Conditions, the Promoter may exclude you from participating in the competition.
- B. The Promoter reserves the right, at its sole discretion, to hold void, suspend or withdraw, the competition at any time, where it becomes necessary to do so as a result of events outside of its control.

7. Limitation of Liability

- A. The Promoter accepts no responsibility for withdrawal of the competition, system errors or other issues that may result in disruption to lost, delayed or not received entries or winner notifications that are the result of events outside of the Promoter's control.

- B. The Promoter or its agents will not be responsible for the non-inclusion of entries as a result of technical malfunction, systems, network, server, computer hardware or software failures or otherwise.
- C. Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize except where it is caused by the fault of the Promoter, its agents or distributors or that of their employees.

8. Contact

For help with entries or any questions relating to the competition please see www.myunidays.com.

9. Governing law

These Terms and Conditions shall be governed under the laws of New South Wales. Any dispute arising from, or related to, your use of the service shall be subject to the non-exclusive jurisdiction of the courts of New South Wales.

Part B – Specific Competition Terms

10. Additional eligibility criteria

This competition is only open to residents in Australia who have a valid UNiDAYS iD at the time of the competition.

11. Entry Mechanics

- A. The competition will run from midnight AEST on 01/01/2018 (the “Opening Date”) to midnight AEST on 31/03/2018 (the “Closing Date”) inclusive.
- B. All registrations must be received by no later than the Closing Date. All registrations received after the Closing Date are automatically excluded.
- C. To enter the competition you must register and verify for a UNiDAYS account at ‘www.myunidays.com/insider’.
- D. No purchase necessary; however internet connection will be required.

12. The Prize

- A. The prize is a voucher valued at \$500 (AUD) to spend with a UNiDAYS partner.
- B. There is one prize to be won consisting of one voucher.
- C. Prizes are subject to availability.
- D. There is no cash alternative for the prize.
- E. The Prize is supplied by a UNiDAYS partner live on site between the dates the competition is run (the “Supplier”). Any terms and conditions of use of the prize, as imposed by the Supplier, shall apply. The Promoter reserves the right to replace the prize with an alternative prize of equal value if circumstances beyond the Promoter’s control make it necessary to do so.
- F. The prize is not negotiable or transferable.

13. Deciding the winner(s)

- A. The winning entry will be selected at random from the selection of entrants by an employee of the Promoter.
- B. Full names of judges will be available upon request for a period of 28 days from the Closing Date.

14. Winner announcement

- A. The winner of the competition will be announced on 14 April 2018 (the “**Announcement Date**”).
- B. The decision of the Promoter or judges nominated by the Promoter is final and no correspondence or discussion will be entered into.

15. Claiming the Prize

- A. The winner will be contacted by email within 5 working days of the Announcement Date.
- B. The Promoter will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 48 hours of the Announcement Date, the Promoter reserves the right to offer the prize to the next eligible entrant selected in the same manner (a “Reserve Winner”).
- C. The prize may not be claimed by a third party on your behalf.
- D. The Promoter does not accept any responsibility if you are not able to take up the prize.

16. Local Permits

- A. This competition is conducted under the following permits/licenses; NSW trade promotion lottery permit LTPM-17-02427