

“EXPERIENCE EXCHANGE DAILY PRIZE GIVEAWAY”

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 16 years or over.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. 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 cousin.
5. Entries into the promotion open on 15/10/24 and close at 5:00pm AEDT on 14/12/24 (“**Promotional Period**”).
6. To be eligible to enter and receive one (1) entry into the relevant Daily Draw (defined below), individuals must, during the Promotional Period, complete the following steps:
 - i) visit <https://experiencegoldcoast.com/experience-exchange-content-submission> and follow the prompts to the promotion entry page;
 - ii) input the requested details (including but not limited to their first name, last name, valid email address, postal address, phone number and date of birth);
 - iii) upload a photo or video showcasing a Gold Coast experience or insert a direct link to a social media post relating to their Gold Coast experience and provide the location of the experience;
 - iv) describe, in 85 characters or less, any details of their experience;
 - v) submit the fully completed entry form; and then
 - vi) if an entrant is deemed valid, they will receive a confirmation SMS from the Promoter outlining a) that their content has been successfully published on the Experience Exchange landing page at <https://experiencegoldcoast.com/gc-experience-exchange>; b) the Experience Exchange number relevant to their submission; and c) that they have received one (1) entry into the relevant Daily Draw.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per video or photo submitted relating to a Gold Coast experience; (b) each entry must be substantially unique; and (c) each entry must be submitted separately and in accordance with entry requirements.
8. Only one (1) prize is permitted per person (excluding SA residents).
9. 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.

10. Incomplete or indecipherable entries will be deemed invalid.
11. 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.
12. There will be one (1) draw conducted for the entries received each day of the Promotional Period, for a total of sixty (60) draws (each a **"Daily Draw"**). Subject to the starting and closing time of the Promotional Period, entries into each Daily Draw will open at 12am and close at 11.59pm each day based on AEDT local time. All Daily Draws for each week during the Promotional Period will take place at Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259 at 9:00am AEDT every Tuesday, with the first week of Daily Draws taking place on 22/10/24 and the last week of Daily Draws taking place on 17/12/24. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by email within seven (7) days of each Daily Draw and their details will be published (first initial, surname and postcode) online at <https://experiencegoldcoast.com/experience-exchange-content-submission> on the following Tuesday after each Daily Draw (except for any winners drawn on 17/12/24 who will have their details published on 19/12/24). Non-winning entries in each Daily Draw will be entered into any subsequent Daily Draws.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn from each Daily Draw will win one (1) voucher for an experience (each a **"Daily Prize"**). The details of the Daily Prizes and the value of each Daily Prize are outlined in the table below.

Daily Draws	Daily Prizes	Values
Daily Draw 1	1 x Liqueur Making Class for two Tamborine Mountain Distillery	\$150.00
Daily Draw 2	1 x Family pass (4 people) Movie World	\$476.00
Daily Draw 3	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 4	1 x Family Pass for Arro Jet boating experience (2A, 2C)	\$296.00
Daily Draw 5	1 x Family pass (4 people) Australian Outback Spectacular	\$439.96
Daily Draw 6	1 x Family pass (4 people) Wet 'n' Wild	\$476.00
Daily Draw 7	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 8	2 Hour Game Play Voucher Top Golf	\$198.00
Daily Draw 9	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 10	1 x Family pass (4 people) Sea World	\$476.00
Daily Draw 11	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 12	1 x Family Pass for HOPO Ferry (2 A, 2 C)	\$140.00
Daily Draw 13	1 x Pass for 2 adults on Aquaduck	\$110.00
Daily Draw 14	1 x Family pass (4 people) Sea World	\$476.00
Daily Draw 15	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 16	1 x \$500 NRMA Treasure Island Holiday Resort accommodation voucher	\$500
Daily Draw 17	1 x Family Pass for HOPO Ferry (2 A, 2 C)	\$140.00
Daily Draw 18	1 x Family Pass (4 people) Sea World	\$476.00
Daily Draw 19	1 x Family Pass (4 people) Wet 'n' Wild	\$476.00

Daily Draw 20	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 21	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 22	1 x Family Pass (4 people) Sea World	\$476.00
Daily Draw 23	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 24	1 x Family Pass for HOPO Ferry (2 A, 2 C)	\$140.00
Daily Draw 25	1 x Family Pass (4 people) Wet 'n' Wild	\$476.00
Daily Draw 26	1 x Family Pass (4 people) Australian Outback Spectacular	\$439.96
Daily Draw 27	1 x Soak Bathhouse session on Saturday or Sunday	\$89.00
Daily Draw 28	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 29	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 30	1 x Pass for 2 adults on Paradise Jet Boating	\$126.00
Daily Draw 31	1 x Family Pass (4 people) Australian Outback Spectacular	\$439.96
Daily Draw 32	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 33	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 34	1 x Family Pass for HOPO Ferry (2 A, 2 C)	\$140.00
Daily Draw 35	2 Hour Game Play Voucher Top Golf	\$198.00
Daily Draw 36	1 x Family Pass (4 people) Movie World	\$476.00
Daily Draw 37	1 x Family Pass (4 people) Wet 'n' Wild	\$476.00
Daily Draw 38	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 39	1 x Family Pass for Arro Jet boating experience (2A, 2C)	\$296.00
Daily Draw 40	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 41	1 x Family Pass (4 people) Movie World	\$476.00
Daily Draw 42	1 x Family Pass (4 people) Sea World	\$476.00
Daily Draw 43	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 44	2 Hour Game Play Voucher Top Golf	\$198.00
Daily Draw 45	1 x Family Pass for Arro Jet boating experience (2A, 2C)	\$296.00
Daily Draw 46	1 x Family Pass (4 people) Australian Outback Spectacular	\$439.96
Daily Draw 47	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 48	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 49	2 Hour Game Play Voucher Top Golf	\$198.00
Daily Draw 50	1 x Family Pass (4 people) Movie World	\$476.00
Daily Draw 51	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 52	1 x Family Pass for HOPO Ferry (2 A, 2 C)	\$140.00
Daily Draw 53	2 Hour Game Play Voucher Top Golf	\$198.00
Daily Draw 54	1 x Family Pass (4 people) Australian Outback Spectacular	\$439.96
Daily Draw 55	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 56	1 x Double Day Pass Currumbin Wildlife Sanctuary	\$129.90
Daily Draw 57	1 x \$200 Experience Oz Voucher	\$200.00
Daily Draw 58	1 x Pass for 2 adults on Southern Cross Tours, O'Reilly's & Vineyard Tour	\$258.00
Daily Draw 59	1 x Family pass (4 people) Movie World	\$476.00
Daily Draw 60	1 x Family pass (4 people) Wet 'n' Wild	\$476.00

15. Any ancillary costs associated with redeeming a voucher as listed in the table above are not included in the prize. Any unused balance of a voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on a voucher.

16. All Daily Prizes are subject to the venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
17. The winners of a Jet Boating voucher (“**Activity**”) and their companion/s acknowledge that the Activity is a dangerous activity that may result in injury or death, and participate at their own risk. Winners and their companions must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in the Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any winner or his/her companion from participating in the Activity if, at any time, they reasonably believe that the winner or his/her companion poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If the Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is \$16,649.80.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed prizes may take place on 17/01/25 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winners, if any, will be notified by email within seven (7) days of the draw and their details will be published (first initial, surname and postcode) online at <https://experiencegoldcoast.com/experience-exchange-content-submission> on 24/01/25.
23. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images (“**Content**”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person (if the person is a minor under the age of 18 years old, they will need to obtain consent from their parental/guardian to be featured in the Content) or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated

by these Terms and Conditions, and the Content does not infringe the rights of any third party;

- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

- 24. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
- 25. If a winner of the Southern Cross Tours and Tamborine Mountain Distillery vouchers is under the age of 18 years, the prizes will be awarded to the winner's nominated parent or guardian on the winner's behalf.
- 26. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 27. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
- 28. 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.
- 29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 30. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 31. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss

of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking of a prize.
33. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The entrants consent to the Promoter using their PI for these purposes or any other purposes set out in its Privacy Policy. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://experiencegoldcoast.com/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
34. The Promoter is Experience Gold Coast (ABN: 77 633 448 094) of Oracle North, Suite N 301/12 Charles Ave, Broadbeach QLD 4218, telephone: 07 5592 2699 ("**Promoter**").

ACT Permit No. TP24/02337. SA Permit No. T24/1784. NSW Authority TP/03885.