

# “EXPERIENCE EXCHANGE \$10K GOLD COAST HOLIDAY” PROMOTION

## TERMS AND CONDITIONS

1. Information on how to enter and the prize 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 NSW and VIC residents aged 18 years or over.
3. 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.
4. Entries into the promotion open at 10:00am AEDT on 24/02/25 and close at 11:59pm AEST on 06/04/25 (“**Promotional Period**”).
5. To be eligible to enter, individuals must, during the Promotional Period, complete the following steps:
  - a) Create a user account on the Experience Gold Coast website at <https://experiencegoldcoast.com/api/sitecore/NavigationApi/SignUpSignIn>;
  - b) 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); and
  - c) Locate the “Gold Coast Experience Exchange” page on the Experience Gold Coast website and save more than one (1) Gold Coast experience submitted by another individual to their user account.
6. Only one (1) entry permitted per person.
7. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. 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.
10. The draw will take place at Anisimoff Legal, G13, 3 Amy Close, North Wyong NSW 2259 on 10/04/25 at 9:00am AEST, in the presence of an independent scrutineer. 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 the draw and their details will be published (first initial, surname and postcode) online at <https://experiencegoldcoast.com/gc-experience-exchange-10K-holiday> on 14/04/25.

11. The Promoter's decision is final and no correspondence will be entered into.
12. The first two (2) valid entries drawn will each win Prize Package 1 valued at up to \$10,295.

Prize Package 1 consists of:

- Four (4) x nights accommodation at Sea World Resort, Gold Coast, QLD for four (4) people valued at \$2,000;
- Four (4) x Escape Vouchers valued at \$756 together;
- One (1) x 2hr Top Golf Game Play Voucher valued at \$99;
- One (1) x admission to Australian Outback Spectacular for four (4) people valued at \$440 together;
- One (1) Home of the Arts voucher valued at \$500;
- The option of one (1) Hertz car rental voucher valued at \$1,500 or one (1) Taxi voucher valued at \$1,500 (if in any case, the winner is unable to drive or does not obtain a valid Australian Driver's License);
- Webjet voucher valued at \$2,000 to be used to book flights to the Gold Coast, QLD if required (any cost towards flights in excess of this voucher will be the responsibility of the winner); and
- Custom Gold Coast Experience Voucher valued at up to \$3,000 (cannot be used towards any experience at Currumbin Wildlife Sanctuary or Dreamworld).

13. The next valid entry drawn will win Prize Package 2 valued at up to \$10,008.

Prize Package 2 consists of:

- One (1) The Langham Hotel, Gold Coast, QLD voucher valued at \$4,000;
- The option of one (1) Hertz car rental voucher valued at \$750 or one (1) Taxi voucher valued at \$750 (if in any case, the winner is unable to drive or does not obtain a valid Australian Driver's License);
- One (1) Home of the Arts voucher valued at \$500;
- One (1) Webjet voucher valued at \$1,500 to be used to book flights to the Gold Coast, QLD if required (any cost towards flights in excess of this voucher will be the responsibility of the winner);
- One (1) x Double Pass for Grazy Arvo Experience for two people at Currumbin Wildlife Sanctuary valued at \$258;
- Custom Gold Coast Experience Voucher valued at up to \$3,000.

14. The next valid entry drawn will win Prize Package 3 valued at up to \$10,008.

Prize Package 3 consists of:

- One (1) Tamborine Mountain Glades, QLD voucher valued at \$2,000;
- One (1) Kirra Point, Gold Coast, QLD accommodation voucher valued at \$2,000;
- One (1) Home of the Arts voucher valued at \$500;
- The option of one (1) Hertz car rental voucher valued at \$750 or one (1) Taxi voucher valued at \$750 (if in any case, the winner is unable to drive or does not obtain a valid Australian Driver's License);
- One (1) Webjet voucher valued at \$1,500 to be used to book flights to the Gold Coast, QLD if required (any cost towards flights in excess of this voucher will be the responsibility of the winner);
- One (1) x Double Pass for Grazy Arvo Experience for two people at Currumbin Wildlife Sanctuary valued at \$258;

- Custom Gold Coast Experience Voucher valued at up to \$3,000.

15. The next valid entry drawn will win Prize Package 4 valued at up to \$10,000.

Prize Package 4 consists of:

- One (1) Elite Holiday Homes voucher valued at \$4,500;
- One (1) Home of the Arts voucher valued at \$500;
- The option of one (1) Hertz car rental voucher valued at \$500 or one (1) Taxi voucher valued at \$500 (if in any case, the winner is unable to drive or does not obtain a valid Australian Driver's License);
- One (1) Webjet voucher valued at \$1,500 to be used to book flights to the Gold Coast, QLD if required (any cost towards flights in excess of this voucher will be the responsibility of the winner);
- Custom Gold Coast Experience Voucher valued at up to \$3,000.

16. The Promoter will liaise with each winner to determine the Gold Coast experience(s) that are to be included as part of the Custom Gold Coast Experience Voucher valued at up to \$3,000. The experiences that are to be included as part of the Custom Gold Coast Experience voucher must be decided within three (3) weeks of a winner claiming their prize. If the Promoter and a winner cannot mutually agree on the Gold Coast experience(s) that are to be included as part of the Custom Gold Coast Experience Voucher or the value of the Gold Coast experiences chosen by the winner do not amount to \$3,000, the Promoter reserves the right to determine the experiences that are to be taken by a winner in its absolute discretion. The Promoter will endeavour to choose experiences that reflect the Gold Coast experiences saved on the winner's Gold Coast Experience Exchange profile.

17. Any ancillary costs associated with redeeming any voucher are not included. 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 the voucher.

18. Any event that is included as part of a prize is 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.

19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.

20. If any prize (or part of any 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.

21. Total prize pool value is up to AU\$50,606.

22. Prizes, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

23. A draw for any unclaimed prizes may take place on 12/05/25 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/gc-experience-exchange-10K-holiday> on 14/05/25.

24. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, 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.
25. 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.
26. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
27. Any cost associated with accessing the Promoter's website is the entrant's responsibility and is dependent on the Internet service provider used.
28. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
29. 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) if the Australian Outback Spectacular event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (e) any variation in prize value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) taking of a prize.
30. 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.

31. 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**").

**NSW Authority TP/03885.**