## Mackay Airport - "Win free flights for you and a mate, to Mackay for Rumble Wake" Competition Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	Win free flights to Rumble Wake!			
Promoter:	Wake House Pty Ltd ABN 95 632 356 284 1 Poco Place, Mackay Queensland, Australia 4740 Ph: 1300 500 261			
Promotion Period:	Campaign Start date: 31st July 2023 at 15:00PM AEST			
	Campaign End date: 13th August 2023 at 11.59pm AEST			
Prize Validity Period:	Prize must be redeemed prior to 20 August 2023.			
Eligible entrants:	Entry is open to Australian residents who are 18 years of age or over and excludes Ineligible Entrants.			
How to Enter:	To enter the Promotion, the eligible entrant must visit <a href="bit.ly/winflights2rumble">bit.ly/winflights2rumble</a> and submit the online entry form with their contact details (first name, last name, email address and postcode) during the Promotional Period ("Initial Entry").			
Entries permitted:	One entry per entrant.			
Total Prize Pool:	AUD \$3,400			
Prize Details:	Prize Description	Number of this Prize	Value (per Prize)	Winner Selection
	<ul> <li>Ex Brisbane Prize Package:</li> <li>Return economy class flights for two people from Brisbane to Mackay,         Queensland.</li> <li>23kg luggage allowance per person</li> <li>Travel dates 01 September 2023 - 30         October 2023</li> </ul>	2	Up to AUD\$800	Random selection – 14/08/2023 at 10:00AM AEST
	Ex Sunshine Coast Prize Package:  Return economy class flights for two people from Sunshine Coast to Mackay, Queensland on Bonza airlines.  23kg luggage allowance per person Travel dates 01 September 2023 - 30 October 2023	1	Up to AUD\$800	Random selection – 14/08/2023 at 10:00AM AEST
	<ul> <li>Ex Melbourne Prize Package:</li> <li>Return economy class flights for two people from Melbourne to Mackay, Queensland on Bonza airlines.</li> <li>23kg luggage allowance per person</li> <li>Travel dates 01 September 2023 - 30 October 2023</li> </ul>	1	Up to AUD\$1,000	Random selection – 14/08/2023 at 10:00AM AEST
Winner notification:	The winner will be notified by email or phone within two (2) business days of the draw which will take place on 14/08/2023 at 10:00AM AEST.			
Unclaimed Prizes:	The Prize must be claimed by 12:00PM AEST on 20/08/2023.  If a Prize is unclaimed by this time, it will be redrawn on 20/08/2023 at 1:00PM AEST. The winner of the redraw will be notified by email or phone within one (1) business day of the redraw. The winner of the redraw must claim the Prize by 12:00PM AEST on 22/08/2023 otherwise the Prize will be forfeited.			

- The entrant acknowledges and agrees that they have read these Conditions of Entry (including the Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and the Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- Valid and eligible entries will be accepted during the Promotion Period. Entries are deemed to be received at the time of receipt by the
  Promoter and not at the time of transmission by the entrant. Records of the Promoter and its agencies are final and conclusive as to the
  time of receipt.
- 3. Employees (and their immediate family members) of the Promoter, its distributors, suppliers, subsidiary companies/businesses and companies and agencies associated with the conduct of this Promotion are not eligible to enter ("Ineligible Entrant"). 'Immediate family member' 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 1st cousin.
- 4. The process for drawing the Prize is as follows:
  - (a) The draw will take place at the Promoter's offices at Wake House Australia at 1 Poco Place, Mackay Queensland, Australia 4740 at the time and date and in the manner referred to in the Schedule.

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- (b) The winner of a drawn Prize is determined entirely by chance. The first valid entry/entries drawn will be the winner/s of the Prize specified in the Schedule.
- (c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day.
- (d) The Promoter may draw additional reserve winners in case an invalid entry or entrant is drawn.
- 5. All reasonable attempts will be made to contact the winner/s.
- 6. Unless otherwise provided in the Schedule, the Promoter will email the Prize to the winner to their email address stated on their entry (or such other email address advised by the winner to the Promoter). The Prize is deemed to be collected by the winner when the Promoter receivers an automated message confirming delivery or one (1) hour after the time sent (as recorded on the device from which the Promoter sent the email). The Promoter and winner may agree to some other form of collection of the prize, in the Promoter's absolute discretion.
- 7. If any winner chooses not to (or is unable to) take their Prize or does not claim a Prize by the time specified in the Schedule, the Prize will be forfeited and the Promoter is not required to substitute the Prize.
- 8. The value of the Prize is accurate as at the Start Date. The Promoter accepts no responsibility for any variation in the value of the Prize after that date.
- No part of a Prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 10. Any ancillary costs associated with redeeming or collecting the Prize are the responsibility of the entrant and not the Promoter.
- 11. Where applicable, the Promoter may communicate or promote the Promotion on its social media. Any questions or comments regarding the Promotion must be directed to the Promoter, not to the social media platform. The entrant releases Facebook, Instagram and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.
- 12. If a Prize (or portion of a Prize) is unavailable the Promoter reserves the right to substitute the Prize (or that portion of the Prize) with a prize of equal or greater value and/or specification.
- 13. There is no fee to enter the Promotion. There is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website via their internet service provider.
- 14. The Prize will be awarded to the person named as the entrant and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 15. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the *Privacy Act 1988* (Cth) and its privacy policy, located at <a href="https://www.wakehouse.com.au">www.wakehouse.com.au</a>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter obtains personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter the Promotion or claim a Prize. Personal information collected from entrants will be disclosed to the Promoter's database.
- 16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
- 17. As the Prize is being booked with a third party, the Prize is subject to the terms and conditions of the third-party Prize supplier and the provision of the Prize is the sole responsibility of the third party and not the Promoter and include the Other Prize Conditions set out in the Schedule. The terms and conditions which apply to the Prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to book the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 18. Nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
- 19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, pandemic or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject to State or Territory regulation.
- 20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry and/or identity, the Prize will be forfeited in whole and no substitute will be offered.
- 21. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are also not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

- 22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
- 23. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (including where it arises from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any Prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
- 24. All expenses outside of the stated Prize are at the cost and are the responsibility of the winner. For clarity, the winner may have to expend money in order to claim and use the Prize.
- 25. The Promoter accepts no responsibility for the Prize once they have been collected by the winner including for any changes or cancellations of arrangements booked by using the Prize.
- 26. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 27. Unless otherwise specified, a Prize is a single prize for the winner and cannot be separated into separate components.
- 28. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the Prize or acceptance of the Prize.
- 29. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.