PORT MACQUARIE GETAWAY PROMOTION CONDITIONS OF ENTRY

General

- 1. Information on how to enter the Port Macquarie Getaway Promotion (**Promotion**) and potentially win the Prize (defined below) form part of these conditions of entry (**Conditions of Entry**).
- 2. By participating in this Promotion you will be deemed to have: (a) accepted these Conditions of Entry and the NRMA Membership terms and conditions, available at mynrma.com.au/general-conditions; and (b) expressly consented to our use of your personal information under the *Privacy Act 1988* (Cth), the *Spam Act 2003* (Cth) and other related communication and legislation for marketing and other NRMA business purposes.
- The promoter is National Roads and Motorists' Association Limited, trading as NRMA Motoring & Services ABN 77 000 010 506 of 9 Murray Rose Avenue, Sydney Olympic Park NSW 2127 (Promoter or NRMA).
- 4. The Promotion commences at 9:00 am (AEDT) on Monday, 20 November 2017 and entries close at 11:59 pm (AEDT) on Thursday, 11 January 2018 (**Promotional Period**).

How to Enter

- 5. To enter this Promotion, an entrant must, during the Promotional Period, complete and submit the online entry form available at [www.mynrma.com.au/PortMacquarieGetaway] by filling in their full name, email address and telephone number and providing any other information required in the online entry form (an **Eligible Entry**).
- 6. An Eligible Entrant (defined below) may only make one Eligible Entry and is eligible to win a maximum of one Prize (defined below).
- 7. This is a game of chance and skill plays no part. The Promoter's decision is final and no correspondence will be entered into with entrants.
- 8. All entries become the property of the Promoter.

Eligibility

- 9. To be eligible to enter this Promotion, an entrant must, during the Promotional Period:
 - a) be a natural person (and not be a company, business, trust or organisation of any description);
 - b) be a NSW or ACT resident with a NSW or ACT residential address;
 - c) be aged 18 years or over;
 - d) be a member of NRMA; and
 - e) not be an employee of the Promoter and its Related Bodies Corporate (as this term is defined in the *Corporations Act 2001* (Cth)), or an immediate family member of the same,

(an Eligible Entrant).

10. To protect the integrity of this Promotion, the Promoter reserves the right, at its sole discretion, to verify, at any time (including after the closing of the Promotion) the validity of all entries (whether Eligible Entries and Eligible Entrants or not) (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits invalid, incomplete, indecipherable, or illegible entries or tampers with the entry process or uses any automated entry software or any other mechanical or electronic means to submit repeated entries.

Draws and Prizes

- 11. The draw will take place at the premises of the Promoter, being 9 Murray Rose Avenue, Sydney Olympic Park NSW 2127, between 9:00 am and 4:30 pm (AEDT) on Friday, 12 January 2018.
- 12. There is one Prize to be given away in total.
- 13. From the total number of Eligible Entries received one randomly drawn Eligible Entrant (the **Winner**) will receive:
 - a) four consecutive nights' accommodation in an Ocean View Villa for four occupants at NRMA Port Macquarie Breakwall Holiday Park, valued at \$1,540; and
 - b) an NRMA Car Servicing voucher up to the value of \$1,000,

(the Prize).

- 14. The total value of the Prize is up to \$2,540.
- 15. The Prize value is correct at the time of printing and the Promoter accepts no responsibility for any subsequent variation in the Prize value.
- 16. The Prize is able to be redeemed for travel dates from 1 February 2018 until 30 June 2018 (inclusive). Travel is subject to availability. Blackout dates apply and the Prize cannot be redeemed from 30 March 2018 to 1 April 2018 (inclusive).
- 17. The Prize must be taken as one stay period.
- 18. The Prize is not exchangeable, transferable or redeemable for cash and cannot be combined with any other offer or discount. If Prize is not redeemed within the travel dates specified in clause 16, the Prize is void.
- 19. The stay at NRMA Port Macquarie Breakwall Holiday Park is subject to NRMA Port Macquarie Breakwall Holiday Park standard terms and conditions. See https://www.nrmaholidayparks.com.au/booking-policy/ for more information.
- 20. The NRMA Car Servicing voucher is provided by MotorServe Pty Ltd (ACN 121 715 393) trading as NRMA Car Servicing. The NRMA Car Servicing voucher is subject to NRMA Car Servicing terms and conditions. See https://www.mynrma.com.au/cars-and-driving/car-servicing/terms-and-conditions for more information.
- 21. If the Prize (or part of the Prize) is unavailable, the Promoter reserves the right to substitute the Prize (or part of the Prize) with a prize of equal value or specification, subject to any written directions given by the appropriate State or Territory Lottery Departments. No responsibility or liability is accepted for any variation in the value of the Prize. All Prize values are in Australian dollars.
- 22. The Winner will be notified by email or telephone call on Friday, 12 January 2018 and the Winner's name will be published on www.mynrma.com.au/. Only the Winner will receive written notification via email or verbal notification via telephone call. If the Winner cannot be reached within 1 week at the email address or telephone number provided in their Eligible Entry, the Winner will be disqualified and their Prize made eligible for redraw under clause 24.
- 23. If for any reason the Winner does not take the Prize by the time stipulated by the Promoter, or chooses not to participate in the Promotion or claim the Prize, then the Prize (or element thereof), will be forfeited and made eligible for redraw under clause 24.
- 24. The draw for any unclaimed or forfeited Prize will take place at 9:00 am (AEDT) on Friday, 19 January 2018, subject to any directions from a State or Territory Lottery Department, and the subsequent second chance winner will receive an email or telephone call on Friday, 19 January 2018 and have their name published on www.mynrma.com.au/.

Personal Information and Privacy

- 25. The details contained in your entry are protected by security safeguards as detailed in the Promoter's Privacy Policy, which is available at www.mynrma.com.au. Personal information will only be used in accordance with the Promoter's Privacy Policy. The Promoter will also endeavour to provide you with an option to opt out of receipt of marketing communications. You should direct any request to access, update or correct information to the Promoter.
- 26. You can contact the Promoter's Privacy Officer if you would like details of the personal information that the Promoter may hold about you or if you would like it to be corrected. Our Privacy Officer's contact details are:

Privacy Officer 9 Murray Rose Ave Sydney Olympic Park NSW 2127 or via email at privacy.officer@mynrma.com.au

27. The Promoter may, for an indefinite period, unless otherwise advised, use your personal information provided in your NRMA membership account (such as name, age, membership number, image, mobile phone number and email address) and any other information provided to the Promoter pursuant to this Promotion without remuneration or compensation to you for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you and promoting the NRMA, its business and related companies.

Limitation of Liability

- 28. The Promoter makes no representations or warranties as to the quality, suitability or merchantability of any goods or services offered as part of the Promotion. To the extent permitted by law, the Promoter is not liable for any loss (including indirect and consequential loss) suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the Winner and, where applicable, to any persons accompanying the Winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the Prize supplied again.
- 29. Subject to the approval of the relevant State and Territory Lottery Departments, the Promoter may:
 - a) modify or suspend the Promotion if all entrants participating in the competition until that point are notified of the changes to these Conditions of Entry, upon notification of any such changes, the affected entrants may terminate their participation in the competition without any liability to the entrant; or
 - b) terminate or cancel the Promotion.
- 30. The Promoter will not be liable for any modification, suspension, termination or cancellation of the Promotion.
- 31. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Permit

32. The Promoter has obtained the following permit in regard to the Promotion:

NSW Permit Number LTPM 17/02436