

# TERMS & CONDITIONS

## Schedule to Terms & Conditions

### Promotion

Win 1 of 10 \$100 Travel Vouchers

### Promotion Period

Start: 10.00am AEST on Friday, 30 June 2022  
End: 11.59pm AEST on Sunday, 17 July 2022  
No entries will be accepted outside these times.

### The 10travlr Website

[www.10travlr.com.au](http://www.10travlr.com.au)

### Promoter

TRAVLR Pty Ltd  
ABN: 19613747845  
1 Maddock Street  
Windsor VIC 3181

## Eligible Entrants

Entry to the Promotion is open to all eligible parties who fulfill the Method of entry requirements (as set out below) and are 18 years of age or older and who are not disqualified by clause 6 of the Terms and Conditions (**Entrant**).

## Details of prize

Ten (10) winners will each receive one (1) one hundred dollar (\$100) Travel Vouchers redeemable on 10travlr products.

*Travel Vouchers are redeemable for any hotel, activity, special package and/or flight booking available on the 10travlr website via the 10travlr Travel Concierge team. The Travel Voucher is not exchangeable for cash or other forms of credit and no refunds will be issued for the value of the voucher if travel plans are cancelled or altered. All costs above the value of the voucher, including any change or cancellation fees, are the responsibility of the winner. All bookings are subject to availability at the time of booking and at the hotel or airline's discretion. All applicable booking terms and conditions apply to the Accommodation or Airline supplier. The Total Value of the Travel Voucher must be redeemed in one transaction; any remaining funds will be forfeited.*

**Total number of prizes**

There are ten (10) prizes total.

**Total prize value**

Total prize pool (inc GST): \$1,000 AUD

## Method of entry

**All prizes**

To enter, an Entrant must, during the Promotion Period:

- 1) Go to the Website and navigate to the competition page
  - 2) Fill out the form on the competition page, signing up to the 10travlr email database
  - 3) Not be an employee of the Promoter, nor the employee's immediate family members.
- (Eligible Entrant).**

**Maximum number of entries**

Eligible Entrants may enter once.

**Prize draw**

This is a game of chance.

Prize winner will be drawn at random by electronic draw.

**All Prizes**

The Prize judging will be completed on or before 10:00 AM AEST on Wednesday, 20 July 2022.

Location of the judging:

TRAVLR Pty Ltd  
1 Maddock Street  
Windsor VIC 3181

**Notification of winners**

The Prize winners will be notified via email to the email address provided on the 10travlr Website as at the prize draw date, no later than 5:00 PM AEST on Friday, 22 July 2022.

**Public announcement of winners**

The Prize winners will be published here:

[www.10travlr.com.au/winner](http://www.10travlr.com.au/winner) from Friday, 29 July 2022 or a later date as may be determined by the Promoter.

## **Unclaimed prize draw**

If any Prize is unclaimed in accordance with these terms and conditions, the Prize to that winner will be forfeited and the Promoter will award the Prize to the Eligible Entrant who came runner-up as determined in accordance with the Method of Entry when the Prize was drawn, subject to any directions from any regulatory authority.

Unclaimed prize draw date: 10:00 AM AEST on Friday, 26 August 2022.

Location of unclaimed prize draw:

TRAVLR Pty Ltd  
1 Maddock Street  
Windsor VIC 3181

## **Notification of unclaimed prize winners**

Unclaimed prize winners will be notified via email to the email address provided on the 10travlr Website no later than 5:00 PM AEST on Friday, 26 August 2022.

## **Public announcement of winners from unclaimed prize draw**

Any unclaimed prize winner will be published here:

[www.10travlr.com.au/winner](http://www.10travlr.com.au/winner) on Friday, 2 September 2022

## **Terms & Conditions – ‘Win 1 of 10 \$100 Travel Vouchers’**

1. The Promoter of the Promotion is TRAVLR Pty Ltd (ABN 19 613 747 845) 1 Maddock Street, Windsor VIC 3181.
2. Information on how to enter and prize details set out in the Schedule form part of these terms & conditions (**T&Cs**).
3. The T&Cs must be read in conjunction with the Schedule. The Schedule defines the terminology used in these terms of and conditions. Where there is any inconsistency between these T&Cs and the Schedule, the Schedule prevails.
4. Entry into the Promotion is deemed acceptance of these T&Cs (including the Schedule).

## **Who can enter?**

5. Entry is open only to all entrants aged 18 years or older who satisfy the Method of entry as detailed in the Schedule. If an entrant is under 18 years of age and their entry is selected as a winner, a next of kin over the age of 18 years will win the prize.
6. Directors, officers, management, employees, suppliers (including Prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and its related entities and agencies, including the T&Cs providers Trade Promotions and Lotteries Pty Ltd are ineligible to enter.
7. Immediate family means any of the following: spouse, ex-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 first cousin.

## The Prizes

- 8.** The Promotion will be conducted during the Promotion Period.
- 9.** The Prize is specified in the Details of prize section of the Schedule.
- 10.** The total prize pool is specified in the Total prize value section of the Schedule.
- 11.** All Prizes are valued in New Zealand dollars unless expressly stated to the contrary.
- 12.** Prizes involving travel must be taken to coincide with the dates specified in the Details of prizes section of the Schedule or as otherwise specified in the conditions of any third party travel provider. Any changes to the confirmed prize details will be at the expense of the winner(s) and will only be permitted with the prior consent of the Promoter or third party travel provider.
- 13.** Unless otherwise stated, any travel prize does not include travel insurance, travel documents, meals, taxes not included in the price of the ticket, transfers, flights, accommodation or any other costs of a personal nature. Compliance with any health, travel insurance, passport or other government requirements is the responsibility of the Prize winner and his or her guest(s). The Promoter and the relevant Prize supplier will not be obliged to compensate the Prize winner or their guests for non-compliance with this or any resulting loss therefrom. Nor will you be entitled to receive from the Promoter or the Prize supplier an amount equivalent to the value of the Prize (or part thereof). The Promoter makes no representation as to the safety, conditions or other issues that may exist as part of the travel or at the destination.
- 14.** The Prize elements, accommodation, dining and activity is subject to availability at the time of booking. The Promoter is not responsible for any cancellation, delay or rescheduling of flights, and any impact this has on redemption of the prize elements, including accommodation, dining and activity
- 15.** Entrants are advised that tax implications may arise from their Prize winnings and they should seek independent financial advice prior to acceptance of their Prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a Prize. Entrants are responsible for any and all expenses that they incur in entering the Promotion and claiming and redeeming the Prizes and they will not be reimbursed regardless of whether or not they win the Promotion.

## How to enter

- 16.** The Entrants must follow the Method of entry during the Promotion Period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
- 17.** Entries must be received by the Promoter prior to the Promotion close date and time, which are specified in the Promotion Period of the Schedule.
- 18.** The time of entry will be deemed to be the time the online entry is received by the Promoter.
- 19.** The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or

correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.

**20.** Entrants may submit up to the Maximum number of entries of the Schedule (if applicable).

## Promotion results

**21.** Each Prize will be awarded to entry / entries in accordance with the Prize draw details section of the Schedule. The Judges' decision is final and no correspondence will be entered into.

**22.** The winner of a Prize does not need to be present at the judging unless expressly stated to the contrary.

**23.** The winner(s) of the Prize will be notified in accordance with the Notification of Prize winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two Business Days after Notification is given by the Promoter in accordance with the Schedule. The notification will include details about how the prize(s) can be claimed. In this clause, Business Day means any day except for Saturday, Sunday or a public holiday in Victoria, Australia.

**24.** The Promoter takes no responsibility where it is unable to contact winners who have not provided correct or complete contact details or who otherwise have not received the actual Notification for any reasons. If an Entrant's contact details change during or after the Promotional Period, it is the Entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.

**25.** It is a condition of accepting any Prize that the winner must comply with all the conditions of use of the Prize, 10travlr Website, the Prize supplier's requirements and standard booking terms and conditions. Each Prize must be taken as stated and no compensation will be payable if a winner or any of his or her guests is unable to use the Prize as stated.

**26.** The winner(s) name will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).

**27.** The Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from Unclaimed prize draw.

**28.** If after the expiration of Promotion Period, a Prize (or any part thereof) is cancelled or withdrawn by the relevant provider, the Prize winner will receive a prize, as determined

by the Promoter, of equivalent value (as if the original prize or part thereof had been awarded to that person, less any administrative expenses incurred by the Promoter).

## **Copyright, warranties, waiver and liabilities**

**29.** To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an Entrant releases and indemnifies the Promoter and its related entities (including its officers, employees and agents ) from and against all actions, penalties, liabilities, claims or demands the Entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an Entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

**30.** If despite the foregoing clause, the Promoter incurs a liability to an Entrant under any law which implies a warranty into these T&Cs which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.

**31.** Without limiting any of the foregoing, in no circumstances will a supplier of a Prize or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.

**32.** The Promoter and its associated agencies and companies will not be liable for any damage in transit to or delay in transit of prizes.

**33.** The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any Entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and Entrants and to disqualify any Entrant who submits an entry or prize claim that is misleading or not in accordance with these T&Cs or who manipulates or tampers with the entry process. In the event that a winner breaches these T&Cs, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

**34.** Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. Where a prize is unavailable due to circumstances beyond the control of the Promoter and reasonable attempts are made to reach agreement with the winner that are unsuccessful, the Promoter may substitute the prize for another item of

equal or higher value. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).

**35.** In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these T&Cs, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

**36.** All entries become the property of the Promoter. As a condition of entering into this Promotion, Entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. Entrants warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this T&Cs. The Promoter has no obligation to credit Entrants as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights an Entrant may have as an author of content.

**37.** Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the Promotion, awarding, redeeming and processing any Prizes, including publishing their details as part of the prize winner announcement on The 10travlr Website, disclosing to the Judges and other third parties involved in the Promotion and any relevant authorities and verifying prize winners and eligibility for entry, and for any other purposes as may be permitted under the Promoter's Privacy Policy. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrants.

**38.** The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles.  
(<https://www.10travlr.com.au/pages/privacy-policy-1>)

**39.** The Promotion and these T&Cs will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.

**40.** Facebook, YouTube, or Instagram may be used to advertise or promote the Promotion. By entering the Promotion, Entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, or

Instagram; and to release Facebook, YouTube, or Instagram from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, or Instagram.