

SCHEDULE

Item 1	Promoter	Discovery Holiday Parks Pty Limited (ACN 111 782 846) of Level 6 Rundle Mall Plaza, 50 Rundle Mall, Adelaide, 5000. Telephone number: 1300 061 811.
Item 2	Promotion	Ultimate Summer of Cricket Competition
Item 3	Promotion Period	From 8 November 2024 at 8:00am ACDT to 22 November 2024 at 11:59pm ACDT
Item 4a	Participating Parks	All holiday parks operated by the Promoter in Australia that are branded and named 'Discovery' including 'Discovery Parks'. A Participating Park does not include an Excluded Park.
Item 4b	Excluded Parks	All properties operated by the Promoter in Australia that are branded and named 'Discovery Resorts', McCracken Country Club or El Questro.
Item 5a	Entry Criteria	Entrant to submit their best backyard cricket rule (no word limit) via https://www.discoveryholidayparks.com.au/win-the-ultimate-summer-of-cricket-experience .
Item 5b	Number of Entries	Entrants will receive one Entry each time they meet the Entry Criteria during the Promotion Period. However, each Entry must be unique and submitted separately.
Item 6a	Judging Method	Following the end of the Promotion Period, representatives of the Promoter will select 10 overall Winners based on which Entries best meet the Judging Criteria.
Item 6b	Judging Criteria	All valid Entries will be judged in accordance with the Judging Method on originality, creativity and suitability for the Promoter's target audience or as otherwise specified by the Promoter in the Promoter's sole and absolute discretion.
Item 7	Prize	Ten (10) prizes up to the value of \$500 each. Each Prize shall include: <ul style="list-style-type: none"> • One Family Pass to the cricket; • One limited edition baggy green and wide-brim hat; • One cricket kit packed at the Promoter's discretion; • One cricket bat signed by former Australian cricketer Alex Carey; and • One \$250 Discovery Parks & Resorts Gift Voucher. Total Prize Pool is \$5,000.
Item 8	Announcement Date	26th November 2024 at 2pm ACDT
Item 9	Prize Delivery	The Prize will be delivered to the Winner via email.
Item 10	Notification and Announcement of Winner	Winners will be notified via email provided in their Entry. The Promoter will publish the details of the Winners on @discoveyparksandresorts Instagram page and the Promoter's website.
Item 11	Acceptance of Prize	The Winner must respond to the Promoter's Notification email within 72 hours to accept the Prize.
Item 12	Jurisdiction	South Australia

Conditions of Entry

A. General

1. Information on how to enter this Promotion, mechanics of entry and Prizes form part of these Conditions of Entry.
2. The Schedule forms part of these Conditions of Entry and where a capitalised term is defined in the Schedule, that term has the corresponding meaning in these Conditions of Entry.
3. Entry into this Promotion is deemed acceptance of these Conditions of Entry by each Entrant.
4. The Promoter is the party listed in Item 1 of the Schedule.
5. The Promoter's website assets are discoveryholidayparks.com.au; gdayparks.com.au; gdayrewards.com.au.
6. The directors, officers, management and employees (and their immediate families) of the Promoter and its related bodies corporate are not eligible to enter this Promotion.
7. The Promotion operates for the Promotion Period.
8. This is a game of skill and chance plays no part in determining the Winner/s. Each valid Entry will be individually judged by representatives of the Promoter based on the Judging Criteria specified in Item 6b of the Schedule.
9. These Conditions of Entry are governed by the laws of the Jurisdiction.

B. Entry

10. Entry is open to permanent residents of Australia aged eighteen years or over (**Entrant**) who during the Promotion Period meet the Entry Criteria.
11. Subject to expressly opting out, Entrants will be automatically entered when they meet the Entry Criteria during the Promotion Period (**Entry**) and may enter the Number of Entries shown in Item 5b of the Schedule.
12. By entering into the Promotion, the Entrant consents to their name, location and content of their Entry (as may be modified by the Promoter in the Promoter's sole discretion) and any other information submitted to the Promoter being published to any of the Promoter's (or the Promoter's agents or contractors, including influencers') social media Platforms and advertising channels such as radio or TV advertisements, irrespective of whether the Entry is selected as a Winner of a Prize. Use or any publication of Entries by the Promoter during or after the Promotion Period does not mean that an Entrant has been selected as a Winner of the Promotion, and that Entrant may not be awarded a Prize.
13. All Entries will be deemed accepted at the time (in the time zone of the Jurisdiction) that the Entrant meets the Entry Criteria. For clarity, an Entry will only be accepted if the Entrant meets the Entry Criteria during the Promotion Period.
14. Any dispute as to whether an Entry has been received will be determined by the Promoter and the Promoter's decision will be final in this respect. Incomprehensible and incomplete entries will be deemed invalid.
15. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, corrupted or misdirected Entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
16. Entrants who are automatically entered in the Promotion but no longer wish to participate, may email admin@discoveryparks.com.au prior to the end of the applicable Promotion Period to be removed from the Promotion.
17. Entries not fully complying with these Conditions of Entry or that contain the personal information of a third party, offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights (including intellectual property rights) may be deemed invalid at the Promoter's discretion. If a winning Entry is deemed not to comply with these Conditions of Entry, the Entry will be discarded, and the relevant Prize will be re-awarded in accordance with the relevant clause of these Conditions of Entry as if the discarded Entry had not been received.
18. The Promoter reserves the right to request that the Winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim the Prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the Prize in whole and no substitute will be offered.

C. Determining Winners

19. The Promoter will use the Judging Method specified in Item 6a of the Schedule to award Prizes to Entrants that best meet the Judging Criteria specified in Item 6b of the Schedule (**Winners**).
20. Winners will be notified by the method specified in Item 10 of the Schedule and can accept their Prize by the method specified in Item 11 of the Schedule.
21. Winners will be announced on the Announcement Date specified in Item 8 of the Schedule by the method specified in Item 10 of the Schedule and without limitation, may also be published via the websites and other social media accounts managed or operated by the Promoter.
22. If the Promoter determines in its sole discretion that:

- a. the Winner meets some, but does not meet all, of the Entry Criteria;
- b. the Entry submitted by the Winner is incomplete or indecipherable; or
- c. the Winner becomes ineligible to receive a prize for any reason,

the prize:

- d. will be automatically forfeited by the Winner; and
- e. may be reallocated by the Promoter to another eligible Entrant by awarding the relevant prize to the next best valid Entry that meets the Judging Criteria specified in Item 6b.

23. All decisions of the Promoter are final, and no discussions or correspondence will be entered into.

D. Prize

24. The number of Prizes to be won and the total Prize value is specified in Item 7 of the Schedule.

25. This clause 25 applies to the Weekly Promotion Prize:

- a. By entering into the Promotion, the Entrant consents to and grants the Promoter the right to use and adapt the Entry and the Entrant's details submitted as part of the Entry as the Promoter sees fit, including variation of the Entry content and Entrant's details for publication on a Promoter owned plaque and for use in any marketing or advertising materials relating to the Promotion.
- b. At the time the Promoter notifies Winners by the method specified in Item 10 of the Schedule, the Promoter will advise the Winner of the amended wording of the Winner's Entry that it intends on using for a plaque. The Promoter reserves the right to modify the proposed plaque wording after the Winner is notified of the proposed plaque wording and is not required to notify the Winner of any changes made to the proposed plaque wording.
- c. The Entrant acknowledges and agrees that:
 - i. if selected as a Winner of a Weekly Promotion Prize, the Promoter will adapt and vary the Entry in its sole discretion prior to publication of the Entry on a plaque, which may include the Entry details, Participating Park to which the Entry relates or Entrant's name or personal details;
 - ii. the Winners' Entries may be adapted in more than one form and used in varying forms on multiple plaques at different Participating Parks in the Promoter's sole discretion;
 - iii. and the Promoter will select the style, size, wording and Participating Park for display of the plaque and the Entrant will not be consulted by the Promoter or have any input in the form, design or location of the plaque; and
 - iv. the Entrant is not entitled to any monetary prize or payment from the Promoter in place of the Weekly Promotion Prize or in consideration for the Promoter's use and publication of the Entry.
- d. The Promoter makes no guarantee as to the timeframe of display of the plaque or the length of time that the plaque will remain at the Participating Park, and may remove or relocate the plaques at any time for any reason, including without limitation due to damage, vandalism or development, without notifying the Winner.

26. The Promoter accepts no responsibility for change in Prize value between now and the ultimate Prize redemption date.

27. Prizes cannot be transferred.

28. The Winner is advised that tax implications may arise from their Prize winning and they should seek independent financial advice prior to acceptance of their Prize.

29. The Promoter is not responsible, nor liable, for any damage or delay in the delivery of a Prize to a Winner.

30. If an Overall Winner Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a Prize of equal or greater value, subject to any directions given under Jurisdiction regulation.

31. It is a condition of accepting the Prize that the Winner agrees to abide by these Conditions of Entry.

32. It is a condition of accepting the Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

E. Intellectual Property

33. By accepting a Prize, the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the Prize, including but not limited to, being interviewed and photographed. Winners will not be entitled to any fee for participating in these activities.

34. The Promoter may require a Winner to participate in promotional activity after the Promotion has ended. In consideration for the Promoter awarding the Prize to the Winner, the Winner permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the promotional activity to appear in any media whatsoever throughout the world for an unlimited period and the Winner will not be entitled to any fee for such use.

35. The plaques created by the Promoter from the Weekly Promotion Prize are the property of the Promoter and the Winner will have no proprietary interest or intellectual property rights in the plaque or the modified Entry content published on the plaque.

F. Tax

36. The Promoter will not be liable for any tax liability, including without limitation income tax, fringe benefits tax, or any liability or loss of opportunity due to reportable fringe benefits, incurred by the Winner, an Entrant and/or another party in connection with participating in the Promotion or the receipt or use of any Prize.

37. Entrants, the Winner and/or any other party will be required to pay any taxes and other accommodation, transport or airport related charges (including any applicable GST on those taxes and charges) which may be incurred in connection with participating in the Promotion or due on receipt or use of a Prize.

38. Entrants should seek independent financial advice to ensure they understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before acceptance or use of a Prize.

39. The Promoter does not accept responsibility for and makes no representations about any tax liability as a result of participating in the Promotion or from receiving or using any of the Prizes.

G. Legal

40. The Promoter reserves the right to verify the validity of Entries and to disqualify any Entry which in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an Entry that is not in accordance with these Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading or deceptive. The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that a Winner and/or a Winner's entry is of a type described in this clause. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion.

41. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). The Promoter and its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any Prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, Prize claims or Prizes; and (iv) acceptance and/or use of any Prize.

42. Where an Entry into the Promotion requires use of Facebook, Twitter or Instagram (**Platform**), the following will apply:

- (a) the Entry must be submitted by the individual Entrant on their own Platform personal account;
- (b) the Entrant must ensure that their security settings on their personal Platform account allow the Promoter to contact them in the event that the Entrant is a Winner, and if applicable to the Promotion, allow the Promoter to view and share the Entrant's Entry; and
- (c) the Entrant acknowledges that the Promotion is in no way sponsored, endorsed or administered by, or associated with, the Platform. Any comments or questions about the Promotion should be addressed to the Promoter. Each Entrant releases the Platform from any responsibility in connection with the Promotion.

43. The Promoter will collect personal information in order to conduct this Promotion. Use and disclosure of such personal information will be covered by the Discovery Parks Privacy Policy or the G'Day Parks Privacy Policy (as applicable) which can be viewed at https://www.discoveryholidayparks.com.au/privacy_policy_and_https://gdayparks.com.au/privacy-policy?preference%5B%5D=Essential&preference%5B%5D=Marketing&preference%5B%5D=Performance.

44. By entering this Promotion, each Entrant hereby consents to the use of their personal information for:

- a. the Promoter to administer the Promotion and identify the Winners;
- b. future marketing and promotional purposes of the Promoter and its agents, related bodies corporate, contractors, service providers and Prize suppliers without notice and without any fee being paid;
- c. disclosure to State and Territory lottery departments; and
- d. publication to the extent required under the relevant lottery legislation.

45. If an Entrant no longer consents to their details being used for future marketing purposes, the Entrant can contact the Promoter on the details set out in Item 1 of the Schedule or admin@discoveryparks.com.au.