

This Local Area Marketing Campaign ("Subsidy") is conducted by Gold Coast Tourism Corporation Ltd trading as Destination Gold Coast ABN 75-009-935-184 of Suite N301 Oracle North, 12 Charles Avenue, Broadbeach, Queensland, 4218, phone (07) 5592 2699, ("Promoter").

The Promoter, in partnership with Experience Oz, have created a white label website landing page for the Subsidy with the Promotion available on a white label website landing page hosted on Experience Oz's domain.

The Subsidy code: 'PLAYMONEY' is valid from 9:00am AEST on Friday 9 October 2020 and will be valid until the 10,000 promotional code allocation is exhausted. ("Promotion Period").

To enter, Gold Coast residents ("User") must visit https://destinationgoldcoast.com/playmoney and select the desired Gold Coast tour and/ or attraction experience. Experiences must be booked and redeemed between 9am Friday 9 October 2020 to 9am Thursday 31 December 2020 in order to be valid for promotional code discount.

The subsidy will cover 10,000 'PLAYMONEY' codes to be put towards attraction and tour bookings on the Gold Coast. Use of promotional code is only valid for Gold Coast residents and will only be bookable on Destination Gold Coast member products listed on the platform. Destination Gold Coast members listed in the <u>Member Directory</u>. For those experiences under \$50, a 50% discount will be applied; for example: a tour or attraction costing \$44 would be reduced to \$22 upon application of the promotional code 'PLAYMONEY' and a \$150 tour would be reduced to \$100.

A Gold Coast resident is defined by their postcode as per their residential address, a requirement of the booking process. There is also an additional form of residential verification check via the User's IP address.

The Promoter reserves the right to extend the promotion in any way, including but not limited to an extension of bookable experiences available on Experience Oz white label website, the allocation of 'PLAYMONEY' promotional codes, extending Subsidy to be available beyond Gold Coast postcodes or residential addresses and IP addresses belonging to Gold Coast residents.

The Campaign is only open to Users who:

- a. Are Australian permanent residents, living on the Gold Coast
- b. Enter via https://destinationgoldcoast.com/playmoney
- c. Opt in to Destination Gold Coast and Experience Oz database
- d. Who are not employees of the Promoter or any of its related corporations or any of their agencies associated with the Local Area Marketing Campaign ("Subsidy");

By participating in this promotion the User agrees to receive promotional material from both Promoter (Destination Gold Coast) and Experience Oz.

Users must include their full name, email address and residential address.



There is no cost to utilise the promotional code for the Subsidy; however internet connection and usage rates may apply. Users should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.

Promotional code 'PLAYMONEY' is only valid and redeemable during the Promotion Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected use of the promotional code or for any delays or failures in any telecommunications service or equipment.

The Promoter reserves the right, at any time, to verify the validity of Users (including a User'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 promotional code redemption 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.

GENERAL

If for any reason the conduct or operation of the Subsidy is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Subsidy or Promotion Period.

The Promoter assumes no responsibility for:

(i) Any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any User whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;

(ii) Any theft, destruction or unauthorised access to, or alteration of such communications;

(iii) Any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Subsidy;

(iv) Any incorrect or incomplete information which may be communicated in the course of the administering of this Subsidy (whether as a result of one of the foregoing causes or otherwise);

(v) Any delay in acceptance or redemption of the Subsidy;

(vi) restrictions on redemption of promotional code from tour and attraction 'Blackout' dates and/or other restrictions;

(vii) bookings made or tickets purchased, using the promotional code, but not utilised by the User within the time frame stipulated by the experience operator;

(viii) transfers, changes, cancellations or refunds of bookings made or tickets purchased using the promotional code;

(ix) price or availability of tours and attractions available during Promotion Period or changes to the regular or advertised times or standard operations of the tour and attraction operators participating in the promotion;

(**x**) terms and conditions set by tours and attractions operators participating in the promotion.



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All of the Promoter's decisions are final and no correspondence will be entered into. If for any reason any element of the Subsidy becomes unavailable or not capable of being delivered to Users for any reason beyond the Promoter's reasonable control the Promoter will have no obligation to provide a similar Subsidy to Users or otherwise compensate Users in any way.

All Users redeem promotional codes and participate in tours and attractions at his or her own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel exclude all liability for and indemnify the Promoter in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any User in connection with the Subsidy.

The User acknowledges and permits the Promoter during and after the Subsidy to:

- Collect, store, handle, access, manage, transfer, use and disclose personal information about the User, including name, suburb, age and image, in connection with the Content. This includes transmission outside of Australia. The User may revoke its consent to this clause at any time upon written notice to the Promoter, however existing uses of the Images and Recordings will not be impacted by this revocation or withdrawal of consent;
- 2. Contact the User for any reason related to the Subsidy or other activities of the Promoter.
- 3. The collection, use and disclosure of all personal information is handled in accordance with the Promoter's Privacy Policy available at: http://www.destinationgoldcoast.com/privacy/
- 4. The Promoter reserves the right to alter or amend these terms and conditions and/or to cancel the campaign at any time prior to the campaign concluding without further recourse to the User.