

## Terms and Conditions – BOUNCE your way to a 10k Holiday Competition (“Promotion”)

### Particulars

This table sets out the particulars of the Promotion.

<b>Name of promotional competition (Promotion)</b>	BOUNCE your way to a 10k Holiday
<b>Promoter</b>	BOUNCE Australia Pty Ltd 1A Weir Street, Glen Iris VIC 3146 ABN: 11154220569
<b>Authorised under these permits/authorisations</b>	ACT Permit No. TP 23/00541 SA Permit No. T23/390
<b>Promotion period starts</b>	1 April 2023 at 12:01 am AEST
<b>Promotion period ends</b>	30 April 2023 at 11:59pm AEST
<b>Eligibility requirements</b>	Must be 16 years old or over Must be residents of Australia Must have visited any Australian BOUNCE venue during the promotional period to have a valid entry.
<b>Limit on number of entries which can be made by any one person</b>	One (1) entry is permitted per person, per ticket booked
<b>How to enter</b>	Purchasing a BOUNCE ticket to any Australian BOUNCE venue during April, then entering their details into the BOUNCE your way to a 10k holiday competition at <a href="https://www.bounceinc.com.au/bounce-your-way-to-10k-holiday">https://www.bounceinc.com.au/bounce-your-way-to-10k-holiday</a>
<b>Promotion website</b>	<a href="http://www.bounceinc.com.au">www.bounceinc.com.au</a>

<b>Prizes</b>	<p>Prize is a \$10,000.00 Travel gift card that is redeemable on bookings via <a href="https://www.travelonline.com/">https://www.travelonline.com/</a> only.</p> <p>The prize is valued at \$10,000.00 AUD (RRP) and is not redeemable for cash.</p> <p>There is one (1) prize to be won.</p> <p>Total prize pool is valued at \$10,000.00 AUD (RRP).</p>
<b>Details of the prize draw</b>	To be drawn by random computer selection at 12:00pm AEST on 8 May 2022 at 1A Weir Street, Glen Iris VIC 3146
<b>Winner notification website</b>	<a href="http://www.bounceinc.com.au">www.bounceinc.com.au</a>
<b>Unclaimed prize draw</b>	If needed, to be held at 1a Weir Street, Glen Iris VIC 3146 on July 31 2023 at 12:00pm AEST.
<b>Prize expiry details</b>	<p>The prize voucher must be redeemed within 12 months of issue, and is valid for travel within 24 months of issue.</p> <p>If the prize value is not used by the expiry date, no credit will be issued for any remaining value.</p>

## Terms and Conditions

### General

1. The above Particulars and information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions prevail.

### Who can enter?

2. Entry is open to all persons who meet the eligibility requirements set out in the Particulars except that directors, contractors, and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion including of any prize provider are not eligible to enter the

Promotion. Eligibility requirements must be met at the time of entry and at the time of determining prize winners.

3. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

### **When to enter**

4. Promotion opens and closes as set out in the Particulars (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
5. All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
6. Promoter accepts no responsibility for any late, lost, misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account are invalid and will not be accepted.

### **How to enter**

7. How to enter details are as set out in the Particulars.
8. Entrants must not:
  - a) tamper with the entry process;
  - b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion
  - c) (c) submit an entry that is not in accordance with these terms and conditions;
  - d) use multiple email addresses, postal addresses, PO Box addresses or SIM cards to register multiple qualifying purchases or use any form of software or third- party application to enter multiple times (including scripting software) except where expressly permitted in these terms and conditions;

- e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
- f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter.

- 9. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

**Number of Entries permitted.**

- 10. Only one (1) entry is permitted per person, per ticket booked

**Draw and Notification of winner**

- 11. The winner will be the valid entry submitted in accordance with these terms and conditions that is/are drawn as winning entries in accordance with the Particulars.
- 12. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
- 13. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
- 14. The winner/s will be notified by telephone or email within four days of the draw. Winner/s of prizes will be published using their first initial, surname and venue on the Winner notification website set out in the Particulars approximately 48 hours after the draw and will remain on the website for a minimum of 30 days.

15. Prizes will be awarded to the person/s named in the winning entry/ies. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
16. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.
17. Subject to State Regulation, an unclaimed prize draw will take place as set out in the Particulars. The winner/s of the unclaimed prize draw will be notified by telephone or email within two days of that draw.
18. 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 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.

**Prize on offer**

19. Prizes are as set out in the Particulars.
20. Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
21. 20. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
22. Prizes cannot be transferred, exchanged or redeemed for cash.
23. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
24. It is a condition of accepting the prize that the winner/s may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

25. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.
26. If the Particulars specify a time/date by which a Prize must be taken, then if a winner does not take the prize by that stipulated time/date, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

### **Prize clauses**

27. Where the prize involves driving, travel or participation in an event, winners or any companions under 18 years of age must be accompanied by their parent or legal guardian at all times.
28. Gift vouchers are subject to the terms and conditions imposed by the gift card provider. Once awarded, the Promoter is not liable for any voucher that has been lost, stolen, forged, damaged or tampered with in any way.
29. The Prize can only be used to make bookings on <https://www.travelonline.com/> and is valid for any new hotel, flight and tour booking available on <https://www.travelonline.com/>
30. The Prize can only be redeemed once up to the value of \$10,000.00 AUD. There is no residual value and no credit will be issued if the booking amount is less than the Travel Voucher amount.
31. The Prize is not transferable, exchangeable, replaceable, or refundable for cash or credit and can only be used as specified. No refunds will be issued if the Winner's travel plans are cancelled or altered.
32. All costs exceeding the value of the voucher, including any charge or cancellation fees, are the responsibility of the Winner.
33. The Promoter is not responsible for any acts outside of its control including without limitation, acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place or the impact or effect of any pandemic or epidemic.

34. The Prize will not be reinstated, refunded or replaced if booking(s) are cancelled or changed.
35. Changes or Cancellation may incur charges from airlines and other suppliers. The Winner is responsible for such charges and the Prize cannot be applied to additional costs associated with changes or cancellation to the original booking(s) that are requested by the Winner.
36. The Prize cannot be applied to any costs or miscellaneous fees incurred by the Winner from airlines or other suppliers.
37. The winner/s (and their companion/s) is/are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. Each winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
38. A winner and their travel companion are responsible for complying with health and any other government requirements that may apply to the prize. All prize travel will be subject to the carrier's General Conditions of Carriage. It is the traveller's personal responsibility to ensure that they have valid travel documentation, including valid passports and visas, which meet the requirements of government authorities at the relevant destinations. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Entrants should obtain travel advice from independent sources, such as the web site of the Australian Department of Foreign Affairs and Trade.
39. Travel Online Gift Card T&C's:
  - a. Only one Voucher per booking can be applied
  - b. The Voucher is not redeemable for cash
  - c. The Voucher must be redeemed within 12 months of issue
  - d. The Voucher is valid for travel for 24 months from date of issue

- e. The Voucher Value is in \$AUD
- f. The Voucher can only be applied to new bookings
- g. The Voucher can only be redeemed once
- h. There is no residual value and no credit will be issued if the booking amount is less than the Travel Voucher amount.