



FAMILY PARKS SPRING COMPETITION 2019

TERMS & CONDITIONS

By entering the Family Parks (the “Promoter”) Spring Competition (the “Competition”) with partners – Apollo Motorhomes and Bluebridge Ferries, you are agreeing to the following Terms and Conditions.

STANDARD TERMS

1. Information on how to enter and the Prize form part of these Terms and Conditions. Participation in the Competition is deemed acceptance of these Terms and Conditions.
2. Family Parks can vary these Terms and Conditions at any time and will take effect upon publishing on the Family Parks website (www.familyparks.com.au).

ELIGIBILITY

3. Entrants must be a citizen or permanent resident of New Zealand or Australia.
4. Entrants must be over 21 years of age and have a valid credit card.
5. Employees (and their immediate families) of the Promoters, partners and agencies associated with the Competition are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto 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.

HOW TO ENTER

6. The Competition commences on Sunday, 1 September 2019 at 00.00 (NZST) and concludes on Thursday 31 October 2019 at 23.59 (NZDT) (the “Competition Period”).
7. To enter the Competition, entrants must visit www.familyparks.com.au/win/ and complete the entry form by entering their contact details and answering in 25 words or less “Why do you love travelling with your dog?”
8. Should an entrant’s contact details change during the Competition Period, it is the entrant’s responsibility to notify the Promoters. A request to access or modify any information provided in an entry should be directed to info@familyparks.com.au with the subject line ‘Family Parks Spring Competition’. In the request the following information must be included: first name, last name, date of birth, contact number, email address, and address.
9. By submitting an entry to the Competition, each entrant assigns all rights in the entry to the Promoters and consents to the Promoters using the entry in any manner (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without payment to the entrant (of royalties, compensation or otherwise). By submitting an entry each entrant consents to any dealings with the entry that may otherwise infringe their moral rights in the entry. The Promoters may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. It may also allow third parties to do these things.

10. The Promoters reserve the right, at any time, to verify the validity of entries and entrants and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process.
11. The Promoters accept no responsibility for lost, late or misdirected entries. Entries will be deemed void if forged, tampered with, damaged or lost.
12. Each entrant agrees to receive an automatic subscription to email and marketing communications from Family Parks, Apollo Motorhomes and Bluebridge when selecting 'Yes' in the Opt in, however may opt out at any time after.

WINNER

13. There is one (1) winner (the "Winner") over the Competition Period.
14. The Winner will be selected by a panel of judges selected by the Promoters and partners. The Winner will be chosen within seven (7) days of the close of the Competition Period.
15. The Winner will be the entrant whose description of "Why do you love travelling with your dog?" is judged to be the most creative and original and who satisfies the eligibility requirements as set out in these Terms and Conditions. This is a game of skill and chance plays no part in determining the Winner. Each entry received during the Competition Period will be judged based on its merits.
16. The judging panel's decision is final and the Promoters will not enter into correspondence regarding the result.
17. The Promoters will attempt to contact the Winner three (3) times over a seven (7) day period via the nominated contact number or email address. The Winner has five (5) days from the last contact to respond to the Promoters. If the Promoters have not received a response by the end of this time the Winner forfeits the Prize in its entirety and, at the discretion of the Promoters, the Prize may be awarded to the next runner up in the Competition.
18. In the event that the Winner does not accept the Prize it may, at the discretion of the Promoters, be awarded to the next runner up in the Competition. This may take place at any time from 1 October 2019. The runner up will be notified via phone or email.
19. The Winner will be announced on the Family Parks Facebook page.
20. Winners give permission for photos and/or quotes of/from them to be utilized by the Promoters for promotional purposes, across all mediums including: online, press and social media.

THE PRIZE

21. The prize package (the "Prize") consists of 1 × Apollo Motorhome Holidays rental voucher to the value of \$1,000 NZD, 10 × Family Parks accommodation vouchers with a cumulative value of up to \$500 NZD, 1 × Bluebridge Cook Strait Ferries return trip voucher valued over \$600 NZD and 1 × Family Parks Travel Rewards membership valued at \$40 NZD.
22. Apollo Motorhome Holidays Rental Voucher
 - a. Can be redeemed in New Zealand and can be used towards: Daily motorhome rental hire, Liability Reduction Option 2 (VIP cover), up to 6 camp chairs, up to 2 camp tables, toilet chemical, one way fees, extended roadside assistance, gas refill fee, taxes, diesel recovery tax. Bond not included - \$250 authorization required on credit card with Liability Reduction Option 2 as per rental terms and conditions.

- b. Available for all Apollo 2WD vehicles (subject to availability) - Excluding 4WD vehicles.
- c. Guests must make own transfer arrangements to get to and from the Branch.
- d. Availability of prize is subject to change. Availability is based on seasonality and location.
- e. Blackout dates apply: 9 December 2019 – 12 January 2020, 6 April 2020 – 15 April (Easter).
- f. Drivers must be 21 years of age and have held a full driver's license for a minimum of 2 years. For full licence terms please see: www.apollocamper.co.nz/campervan-hire-conditions.aspx
- g. Standard rental terms and conditions apply and are subject to change without notice – refer to above terms links.
- h. Prize value is subject to approval by Apollo at all times. There are areas of exclusion for liability cover outlined in the rental terms and conditions. By entering this competition winners acknowledge and accept areas of exclusion.
- i. See the rental terms and conditions for information on areas covered under VIP/Liability Reduction Option 2 and for areas listed as “your own responsibility”.
- j. Valid for hire from Auckland and Christchurch Apollo branches.
- k. Multiple bookings will not be allowed. If the winner does not use the full \$1,000 in one booking no credit is given.
- l. Up to one booking amendment is granted – subject to availability as per terms and conditions. If booking is not use before expiry date prize is forfeit.
- m. If the Winner choses to go above \$1,000 prize value they can do so at their own cost. This must be payable prior to pick up and will be subject to normal terms and conditions.
- n. Travel is to be taken by 30 July 2020
- o. *NB: Rental pricing is dynamic and changes daily dependent on seasons, demand and location. For full information on vehicles, including the number of people they sleeps and child restraints policy, please go to www.apollocamper.com/campervan-hire-conditions.aspx*

23. Family Parks Accommodation Vouchers

- a. Family Parks accommodation vouchers that form part of the prize will be in the form of 10 × vouchers, each of which can be redeemed at a Family Park to cover the cost of 1 night's accommodation on a powered site up to the value of \$50.
- b. Vouchers need to be used by 30 July 2020 and can only be redeemed at Family Parks member parks as listed on www.familyparks.com.au.
- c. If the Winner chooses to spend more than \$50 for a night's accommodation they can do so at their own cost.

24. Bluebridge Cook Strait Ferries Voucher

- a. The Bluebridge Cook Strait Ferries prize includes a return trip for two adults, three children (up to 17 years old) and a car or motorhome up to 7m long on Bluebridge.
- b. The Winner will have up to 12 months to use the prize, which will not be valid for travel between 15 December 2019 to 15 January 2020 and the Easter weekend 2020.

25. Prizes are not transferable or redeemable for cash. Travel to and from the Apollo Motorhome Holidays branch pick up and drop off is at the winner's expense. These terms and conditions apply in conjunction with any third party vendor terms and conditions.
26. The Winner will be required to cover incidentals including petrol, holiday/travel insurance, visas and passports etc. that are not included in the prize. Comprehensive insurance, additional options and all ancillary costs are the responsibility of the Winner. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the Winner. The Promoters recommend additional travel insurance when using the Prize.
27. The Promoters will take no responsibility for prizes lost or damaged in transit.
28. The Prize is not refundable, not transferable and not redeemable for cash. If the Prize is or becomes unavailable, the Promoters, in their discretion, reserve the right to substitute all or any part thereof with a product or prize of equal value. All decisions are final and no correspondence will be entered into.
29. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize of the Promoters. No compensation will be payable if the Winner is unable to use the Prize as the Promoters state.
30. It is the winner's personal responsibility to ensure that they have valid documentation and a full Driver's Licence at the time of the hire. Any fines, penalties, payments or expenditures incurred during the hire period or as a result of such documents being obtained or not meeting the requirements of those authorities will be the sole responsibility of the winner. If the licence is not written in English a full authorized translation as well as International licence is needed.

LIABILITY

31. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.
32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoters' control);
 - b. any theft, unauthorized access or third party interference;
 - c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters;
 - d. any variation in prize value to that stated in these Terms and Conditions;

- e. any tax liability incurred by a winner or entrant; or
 - f. use/taking of a prize (independent financial advice should be sought as tax implications may arise as a result of accepting the Prize).
33. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in their sole discretion, to the fullest extent permitted by law to disqualify any entrant; or subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

PROMOTERS' AND PARTNER DETAILS

34. The Promoters are:
- a. Family Parks (Family Parks New Zealand Limited - NZBN 9429032183702)
 - b. Apollo Motorhome Holidays (Apollo Motorhome Holidays Limited - NZBN 9429036392155)
 - c. Bluebridge Cook Strait Ferries (StraitNZ Bluebridge Limited - NZBN 9429039010810)