

Win a Holiday for 2 to Bangkok (Victoria, New South Wales, Queensland, SA & Western Australia Only)**Key Terms**

Promotion	Win a Holiday for 2 to Bangkok (Victoria, New South Wales, Queensland, SA & Western Australia only)
Promoter	Secondz Global Operations Pty Ltd ABN 16 675 345 918 7 Lightfoot Street, Richmond, VIC 3121 taf@secondz.co https://www.secondz.com.au
Entry Period	Start Date: [5:00PM] AEDT 4 June 2024 End Date: 5:00 PM AEDT 7 July 2024
Prize	<p>The Prize is a holiday for the Winner and one other person aged 18 years or over of their choice to Bangkok.</p> <p>The Prize consists of:</p> <ul style="list-style-type: none">• Two flights to Bangkok to the maximum value of \$2,400.00;• Accommodation in Bangkok to the maximum value of \$1,500.00; and• Dining out in Bangkok to a maximum value of \$600.00. <p>The above is the total Prize to be shared between 2 people.</p> <p>Secondz will be booking flights, accommodation, and restaurant reservations on their behalf.</p>
Total Prize Pool	\$4,500.00 AUD
Relevant States	Victoria, New South Wales, Queensland, SA & Western Australia only
Entrants	<p>Entry is open to residents of the Relevant States aged 18 years or over (Entrants).</p> <p>Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of the retailers, suppliers or companies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepsister or first cousin.</p>
Entry Procedure	<p>To enter, Entrants must:</p> <ul style="list-style-type: none">• download the Secondz application (https://secondz.com.au/) and create an account;

	<ul style="list-style-type: none"> add at least one recommendation to the Secondz application; follow the Secondz Instagram account (@secondzau) on their own personal Instagram account; and tag a friend in the comments of the @secondzau Instagram competition post.
Maximum Number of Entries	No limit
Draw Details	Draw Date: 14 July 2024 Draw Time: 5:00 PM AEDT Draw Location: 7 Lightfoot Street, Richmond, VIC 3121 Draw Method: Electronic random draw
Notification of Winners	Winners will be notified via email no later than 2 business days from the Draw Date.
Redemption Date	12th October 2025
Unclaimed Prize Redraw	Redraw Date: 19 October 2025 Redraw Time: [5:00 PM] AEDT Redraw Location and Redraw Method are set out in the Draw Details section above.
Notification of Unclaimed Prize Redraw Winners	Unclaimed prize winners will be notified via email & phone no later than 2 business days after the Redraw Time.
Privacy Policy	https://www.secondz.com.au/privacy-policy.html
Website	means the website on which the Promotion is available for entry.

Terms & Conditions

- The Key Terms and these terms and conditions (together the **Terms**) make up the rules for an Entrant's participation in the Promotion. By participating, the Entrant accepts these Terms.
- To enter the Promotion, Entrants must complete the Entry Procedure during the Entry Period.
- Entrants may enter the Promotion up to the Maximum Number of Entries.
- Entries are deemed to be received at the time of receipt by the Promoter not at the time of transmission by the Entrant.
- Using automated entry software or any other means to automatically enter the Promotion multiple times is not allowed. If an Entrant does this, all of their entries will be invalid.
- Incomplete or ineligible entries, as well as entries that breach these Terms or any other content guidelines set by the Promoter, will not be valid. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant or Winner.
- If a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The Promoter may ask any Entrant to provide the Promoter with proof that they are the authorised account holder of the email address associated with the entry.

Prize Draw

8. The draw to determine the winning Entrant (**Winner**) for the Promotion will be conducted in accordance with the Draw Details and the Winner notified as set out in the Key Terms.
9. The Winner's full name, city of origin, and postcode will be published on the Website, within 30 days of the Draw Date, or Redraw Date if applicable, for 28 days. It is a condition of entry into the Promotion that the Winner consents to the publication of such information and participates in any media releases which may include photographs of the Winner by the Promoter. By entering this Promotion, Entrants consent to the use of their names and likenesses in this manner.
10. Entrants are responsible for all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Website).
11. Each valid entry will **NOT** be individually judged, unless otherwise specified in these Terms. Each entry has an equal chance of winning. The Winner will be confirmed by the Promoter.
12. The Promoter's decision is final and the Promoter will not enter into correspondence with Entrants regarding the decision.
13. If a Winner's entry is found to be invalid, the Promoter may redraw or decide on another winning entry.

Prizes

14. The Prize(s) are specified in the Key Terms. **THE PRIZE IS NOT TRANSFERRABLE AND NOT REDEEMABLE FOR CASH** unless otherwise specified in these Terms.
15. If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter reserves the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
16. The Promoter and/or any supplier of the Prize or any part of the Prize may in their absolute discretion:
 - (a) reserve the right to refuse to allow the Winner or their companion(s) (if any) to take part in any or all aspects of the Prize if they reasonably believe the Winner or their companion(s) (if any) represent a safety risk or for any other reason; and
 - (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous.
17. (**Travel**) If the Prize involves travel, the components of the Prize must be taken together when offered otherwise the Prize is forfeited. If the Prize involves travel and is awarded to multiple people, the Winner and their companion(s) must travel together and depart from, and return to, the same departure point. The Winner may not accrue any frequent flyer points from making use of the Prize. Any travel and accommodation are subject to availability and may be dependent on travel class availability and specific room category availability. Travel and accommodation will be arranged by the Promoter, or an agent nominated by the Promoter. It is the Winner's responsibility to ensure the travel participants have the requisite visas, travel insurance, vaccinations, valid documentation (including valid passports and visas) which meet the requirements of immigration and other government authorities at every destination at their expense. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the Winner's sole responsibility. The Winner is responsible for their own costs of travelling to and from the Australian state capital city of departure.

Claiming Prizes

18. The Prize(s) must be claimed by the Redemption Date in accordance with any claim instructions set out in the Key Terms, or it will be deemed forfeited by the Winner.
19. If any Prize remains unclaimed, a second draw or selection for the Prize will take place in accordance with the Key Terms, specifically the Unclaimed Prize Redraw, subject to any directions from a regulatory authority. The alternative Winner, if any, will be notified in accordance with the Key Terms, specifically Notification of Unclaimed Prize Redraw Winners.
20. The Promoter will deliver the Prize within 90 days of the Draw Date and will be delivered in Australia only. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.

General

21. **Personal information:** The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Key Terms) and any privacy collection notice provided, for more information about how the Promoter handles your personal information. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause 21 and the Promoter's Privacy Policy.
22. **Non-Excludable Guarantees:** Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory legislation (**Non-Excludable Guarantees**).
23. **Consequential Loss:** Despite anything to the contrary, but subject to the Non-Excludable Guarantees, neither party will be liable under these Terms for any consequential, special or indirect loss including loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
24. **Force Majeure:** The Promoter will not be liable for any delay or failure to perform its obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event. **Force Majeure Event** means any event or circumstance which is beyond the Promoter's reasonable control including, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.
25. **Social Media:** The use of social media is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms, the Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform. If an Entrant uses social media to participate in the Promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Entrant releases the applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associate with the Promotion.
26. **Currency:** Unless expressly stated otherwise, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
27. **Amendments:** If for any reason any aspect of this Promotion is not capable of running as planned, 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.
28. **Jurisdiction:** These Terms are governed by the laws of Victoria. Entrants submit to the jurisdiction of the courts of Victoria.
29. **Dispute Resolution:** In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter cannot be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.
30. **Intellectual property rights:** Where the Promotion involves submission of any materials including answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**), all Entrants represent, warrant and agree that:
 - (a) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
 - (b) the Content must be the work of the individual submitting it;

- (c) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
- (d) Entrants have obtained all appropriate consents and/or permission relating to a person who appears in, or whose property appears in, the Content;
- (e) the submission of the Content does not infringe the intellectual property rights of any third party and that the Content they are submitting is their own work and that they own the copyright for it;
- (f) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
- (g) the Entrant grants the Promoter an irrevocable, perpetual, royalty-free, worldwide, sublicensable and transferable licence to publish, reproduce, distribute, publicly display, and create derivative works of, copy, modify and exploit the the Content in any media now known or in the future devised, for any purpose whatsoever, including advertising, marketing, and promotional purposes, without compensation or notification to you. The Entrant waives all moral rights in the Content to the fullest extent permitted by law; and
- (h) the Promoter may use their likeness, image and/or voice in the event that the Entrant is the Winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Promoter. The Entrant will not be entitled to any remuneration for such use.