"WE HOLIDAY HERE " PROMOTION TERMS AND CONDITIONS

Promoter

1. The Promoter is Patriot Campers Pty Ltd (ABN 30 164 817 912) of 1 Activity Crescent, Molendinar QLD 4214 ("Promoter's Premises"). Telephone: **07 5597 0638**

Terms and conditions

2. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

Who can enter?

- 3. Entry is exclusive to Patriot Campers Owners only. Entrants must be Australian residents aged 18 years or over. The Promoter reserves the right, at any time, to verify the validity of entries and entrants. At the request of the promoter, the entrant must showcase documentation proving they purchased a Patriot Camper from an Authroised Patriot Campers dealership.
- 4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible 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 1st cousin. Patriot Campers staff, sponsors, suppliers and contracted brand ambassadors are all ineligible to win

Promotional period

5. Promotion commences on 01/12/2022 and ends at 11:59pm AEDT on 26/01/2023 ("Promotional Period").

How to enter

- 6. This is a game of skill. Chance plays no part in determining the winner.
- 7. To enter, individuals must, during the Promotional Period, visit
 - a) <u>https://www.patriotcampers.com.au/we-holiday-here</u>
 - b) follow the prompts on the entry page and input the requested details into the online entry form (including full name, address, telephone number and email address);
 - c) when prompted, prepare and upload your video showcasing "How you holiday in Australia with your Patriot Camper"
 - d) submit the fully completed online entry form

("Entry Requirements").

- 8. Only one (1) entry is permitted per person.
- 9. Voting begins from the date the video is uploaded online within the Promotional Period.
- 10. 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 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 entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of 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.
- 11. Incomplete, indecipherable entries will be deemed invalid.

- 12. Any entries that violate our code of conduct will be deemed invalid no swearing, no derogatory comments, nothing disrespectful or could be perceived as offensive. All work submitted must belong to the entrant in its entirety and must not plagiarise any other party.
- 13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine whether the entrant will be allowed to continue participating in the Promotion.

Judging the entries

- 14. The Winners ("Winners") will be judged through an online voting system. The Judges for this promotion are the general public. They judges will be able to vote for their favourite entries online at: https://www.patriotcampers.com.au/we-holiday-here
- 15. Voting opens begins 12:01am AEST 01/12/22 and ends 26/01/23 11:59pm AEST
- 16. Only one (1) vote is permitted per person.
- 17. The votes will be counted automatically once voting closes and the winners and their total vote count will remain visible on the entry webpage for 14 days.

Winner

- 18. The Winner will be notified in writing within two (2) business days of competition and voting closing and will be published on the Promoter's website at the following address <u>https://www.patriotcampers.com.au/we-holiday-here</u> ("Website").
- 19. The Promoter's decision is final and no correspondence will be entered into.

Prize details

20. The top four entrants with the most votes at 11:59pm 26/01/22 will win the following prizes:

- a) The entrant with the highest counted votes at the end of the promotion period will win a DJI Mavic 3 5.1K Drone Fly More Combo ("Prize 1"). Total Prize is valued at AU\$3,999,00. Additional insurance, options and all other ancillary costs are the responsibility of the winner. The promoter will organise shipping of the prize to the winner's shipping address.
- b) The entrant with the second highest counted votes at the end of the promotion period will win an Anaconda Gift Voucher ("Prize 2"). Total Prize value is valued at AU\$1,000,00. The promoter will send the prize digitally to the entrant's email address.
- c) The entrant with the third highest counted votes at the end of the promotion period will win a Red Balloon Voucher ("Prize 3"). Total Prize value is valued at AU\$500,00. he promoter will send the prize digitally to the entrant's email address.
- d) The entrant with the fourth highest counted votes at the end of the promotion period will win a Patriot Supply CO Voucher ("Prize 4"). Total Prize value is valued at AU\$250,00. The promoter will send the prize digitally to the entrant's email address.
- e) Please refer to the schedule to view a list of accessories included in the Prizes.
- 21. If the Prize (or part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or part of the Prize) with a prize in equal value and/or specification, subject to any written directions from a regulatory authority.
- 22. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash.

Unclaimed Prize

23. The Promoter will take all reasonable steps to identify and notify the Winner in an attempt to ensure that the Winner receives their Prize. However, if the Winner cannot be identified or does not claim the Prize within three (3) months of the date on which the Winner is published on the Website, their Prize is forfeited.

Publicity

24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they win the Prize (including any photographs, film recording and/or voice recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

Tampering with the Promotion

25. If this promotion 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 Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

Cost of entering Promotion

26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

Limitation of liability

- 27. 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 Promoter (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 promotion.
- 28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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 Promoter's control); (b) any theft, unauthorised 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 Promoter) due to any reason beyond the reasonable control of the Promoter; (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 of the Prize.

Intellectual property

- 29. All entrants warrant that they have all necessary rights and ownership of any material submitted as part of their entry into this Promotion and that such material is not capable of infringing the intellectual property rights of a third party.
- 30. By entering into the Promotion all entrants consent to, and grant the Promoter a royalty free, world-wide, non-exclusive and perpetual licence to use the submitted work in any way the Promoter deems appropriate.
- 31. Entrants acknowledge and agree that if their submitted work is used by the Promoter at any time including during the Promotional Period that such use is not an indication or endorsement by the Promoter that the entrant has provided an entry that is capable of winning the Promotion. Any use by the Promoter of an

entrant's written materials will simply be to promote the Promotion the products forming the Prize and increase engagement with the Promotion.

Privacy

32. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at https://www.patriotgames.tv/privacy-policy/. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

Termination of Promotion

33. The Promoter reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any entrant or other person, subject to applicable laws.

Governing law

- **34.** The laws of Queensland, Australia govern these terms and conditions and the conduct of the Competition.
- **35.** The parties submit to the non-exclusive jurisdiction of the courts of Queensland and of the Commonwealth of Australia.

SCHEDULE

PRIZE 1: DJI MAVIC 3 5.1K DRONE FLY MORE COMBO	RRP inc. GST
1x DJI Mavic 3 1x DJI RC-N1 Remote Controller 1x DJI RC-N1 Remote Controller Control Sticks 1x DJI RC-N1 RC Cable (USB Type-C Connector) 1x DJI RC-N1 RC Cable (Standard Micro-USB Connector) 1x DJI RC-N1 RC Cable (Lightning Connector) 3 x DJI Mavic 3 Intelligent Flight Battery 6 x DJI Mavic 3 Low-Noise Propellers (pair) 1 x DJI Mavic 3 Battery Charging Hub 1 x DJI 65W Portable Charger 1 x DJI Mavic 3 Storage Cover 1 x DJI Mavic 3 ND Filters Set (ND4\8\16\32) 1 x DJI Convertible Carrying Bag	
1 x Type-C Cable TOTAL RRP incl. GST	\$3999.00

PRIZE 2: ANACONDA GIFT VOUCHER	RRP inc. GST
1x Anaconda Gift Voucher	
TOTAL RRP incl. GST	\$1000.00

PRIZE 3: RED BALLOON GIFT VOUCHER	RRP inc. GST
1x Red Balloon Gift Voucher	
TOTAL RRP incl. GST	\$500.00

PRIZE 4: PATRIOT SUPPLY CO GIFT VOUCHER	RRP inc. GST
1x Patriot Supply CO Gift Voucher	
TOTAL RRP incl. GST	\$250.00