

Win a Trip to Thailand
Terms and Conditions (Skill-Based Competition)

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

3. Subject to clause 4, entry is open to all residents of Australia over the age of 18, as of the date of entry, who have fulfilled the requirements set out below ('**Eligible Entrants**').
4. Employees, and their immediate families, of the Promoter, Travel Insurance Direct Pty Limited ABN 30 121 659 470 (**TID**) and its related bodies corporate, associated agencies and companies, Permitz Group Pty Ltd (www.permitzgroup.com.au), contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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.
5. The Promoter is MWC Media Pty Ltd (ABN 28 122 593 391) of 102 Abbott St, Sandringham VIC 3191 ('**Promoter**').

How to enter

6. Eligible Entrants may enter this competition during the Promotional Period (defined below) by:
 - a) Visiting www.foodieadventures.com.au and click on the Win a Trip to Thailand competition button.
 - b) Entrants must provide in 15 words or less 'what food you would like to eat in Thailand.'
7. Entries must include all requested contact details and a 15-words-or-less answer to be eligible to win. Each entry must be unique and received by the Promoter prior to the competition close date and time.

8. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter & its third party sponsors (Thai Airways & TID) (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.

When to enter

9. The competition commences on 1/09/18 at 00:01 AM and closes 3/12/18 at 23:59 PM ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.
10. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's Premises at 11:00 AM on 6/12/18. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
11. The total number of competition winners in this competition is one.
12. The winner will be notified by email and their names will be published online at www.foodieadventures.com.au on 10/12/18.
13. Winner will be also announced a week after the draw on www.foodieadventures.com.au and on Ash Pollard's Instagram account (@ashpollard_), on Foodie Adventures Instagram & Facebook pages.
14. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Facebook and Instagram membership and the use of these sites generally are subject to their own prevailing terms and conditions of use available at www.facebook.com. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook.
15. Prizes will be sent within 8 weeks of the judging date.

Number of Entries permitted

16. Only one entry per person will be permitted. Entrants found to be submitting multiple entries may have all entries invalidated.

Prize on offer

17. Total prize value is up to \$10,320 (Including GST), as at 14/11/18. The prize is available to the winner and their travelling companion (who must also be an Australian resident over age 18). The prize on offer is

a) 1 x TUMI luggage & accessories - AUD \$5,000 (at full price RRP). This is only applicable at TUMI Australia stores (excluding discount outlets, airport stores).

b) 1 x 2 Flights with Thai Airways

The prize includes two return Economy Class tickets on Thai Airways International for travel between an Australian Capital City Airport and Bangkok RRP \$2,000 return per person (excluding taxes).

Tourism Authority Thailand to cover all Government taxes, levies and surcharges which are payable prior to ticketing (\$185 per person).

c) 1 x Accommodation

Le Bua at State Tower, Bangkok, Thailand (RRP \$650)

5 star luxury - Tower Club River View (2pp) Suite with private balcony and river view for 2 nights stay with breakfast included.

1 king or twin bedroom, 1 full bath, separate living room.

d) 1 x 2 Travel Insurance Policy

The winner and their travelling companion will also receive a The Works travel insurance policy (for 2 travellers) from Travel Insurance Direct Pty Limited subject to clause 21 below.

18. **TUMI Luggage and accessories prize:** Prize is only redeemable at TUMI Australia stores (excluding discount outlets, airport stores).

a) Prize is not redeemable online at www.tumi.com.au .

b) Open to Australian residents only.

c) Prize must be redeemed by 31/1/19.

d) Prize redeemed are not allowed for exchange or return.

e) Prize redeemed not exchangeable for cash.

19. Flight Prize:

The prize includes two return Economy Class tickets on Thai Airways International for travel between Australia (Sydney, Melbourne, Brisbane or Perth) and Bangkok excluding all Government taxes, levies and surcharges which are payable prior to ticketing.

- a) The winner will need to book and have the ticket issued by 31/01/19 and travel by 30/06/19.
- b) The winner is responsible for any costs associated for transportation to and from the the closet capital city airport of Sydney, Melbourne, Brisbane or Perth airport, visas, passports and other incidentals.
- c) Flights are subject to availability at the time of booking.
- d) Blackout dates apply between 1/12/18 – 15/01/19 inclusive. Flights are valid on THAI operated flights only and not available on codeshare flights.
- e) Prize winning tickets are not entitled to any frequent flyer mileage accrual and may not be upgraded to a higher class of travel either prior to departure or at the airport.
- f) The prize must be booked before 31/01/19.
- g) The flight is valid from Australia to Bangkok only.

20. Accomodation Prize: 1 Complimentary Voucher (for 2pp)

Tower Club River View suite for 2 nights stay with (breakfast). Accomodation must be booked by 31/01/2019 and travel by 30/01/2019 – valid until 31/05/2019

The Blackout period condition as follows:

- a) 24/12/18 – 02/1/19
- b) 4/2/19 – 8/2/19
- c) 13/02/19 – 15/2/19
- d) 19/02/19 – 22/04/19

21. Travel Insurance Prize:

a) The Prize of a The Works travel insurance policy from Travel Insurance Direct Pty Limited will be issued subject to the applicants' meeting eligibility criteria and subject to the policy's terms, conditions, limitations and exclusions

The travel insurance policy must be purchased by the winner through the Travel Insurance Direct website in the name of the winner (traveller 1) and including their travelling companion (traveller 2). The winner should then email social@tid.com.au with their receipt. Once proof of purchase has been provided, Travel Insurance

Direct will reimburse the full cost of the insurance policy to the winner. If the winner or their travelling companion are not eligible for travel insurance through Travel Insurance Direct, they will be responsible for obtaining his or her own equivalent travel insurance to cover all activities and will be reimbursed by Travel Insurance Direct as per Clause 21 c). The prize cannot be refunded, transferred, substituted or redeemed for cash.

Please read the Product Disclosure Statement available at www.tid.com.au before deciding to apply for this product. Travel Insurance Direct is underwritten by certain underwriters at Lloyd's.

b) The winner can purchase their travel insurance policy on www.tid.com.au once they have booked their flights and accommodation and then notify Travel Insurance Direct (See clause 21 a)) to be reimbursed for their policy.

c) The value of this prize is determined by age of travellers, duration of the trip and any ad-on options. If the winner cannot be covered by the policy, the Promoter will reimburse the winner to the value of \$300.

22. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
23. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance (other than as specified in clause 21) , pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
24. By entering the competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not

guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.

25. Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companion. Eligible Australian capital cities include Sydney, Melbourne, Brisbane, Adelaide, Darwin, Hobart, Canberra and Perth. The winner must travel on the same flights and itinerary as their travelling companion. The travel prize cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Prizes cannot be taken during peak periods or school holidays. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
26. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companion. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at www.smartraveller.gov.au. Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available.

Further Terms and Conditions

27. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
28. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss)

or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence a late email or due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.

29. All entrants must submit ONLY their own original answers. Any such answers cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.
30. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
31. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
32. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
33. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No

correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection Statement

34. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter & its third party sponsors (TID, Thai Airways & Josh Zuker Travel) (including messages sent electronically for an unlimited period of time) in accordance with their Privacy Policies. The TID privacy policy is available at www.travelinsurancedirect.com.au/privacy. Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
35. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to an agent who is engaged for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at www.foodieadventures.com.au. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, MWC Media Pty Ltd, 102 Abbott St, Sandringham VIC 3191.

Copyright, Statutory guarantees, Waiver and liability

36. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.

37. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
38. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and TID (including their respective officers, employees and agents) are not responsible for and exclude 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 a prize with the exception, in the case of TID, of any liability which is assumed under any TID travel insurance policy.