



## **RAC Ultimate Winter Weekend with Cabin Fever Festival**

### **Promotion**

### **TERMS AND CONDITIONS**

1. The promoter of the RAC Ultimate Winter Weekend with Cabin Fever Festival Promotion (Competition) is The Royal Automobile Club of WA (Inc) ABN 33 212 133 120 along with AHOY Management - ABN 89 600 662 372 (the Promoter).
2. The Competition begins on 18 June 2025 at 10am (Australian Western Standard Time) and ends on 30 June 2025 at 11:59pm (Australian Western Standard Time) (Competition Period).
3. Entries must be received by the Promoter during the Competition Period. Only one entry may be received per entrant.
4. The Promoter reserves the right to draw and record additional entries for use in the event that the initial entry is invalid or ineligible or the prize is unclaimed.
5. Entry to the Competition is only open to current Members of The Royal Automobile Club of Western Australian who reside within Western Australia.
6. Entry to the Competition is not open to employees of the RAC Group of Companies
7. Up to 1 (one) entrants (Winner/s) may each be awarded only one prize (Prizes) as follows: 1 x Double pass to Bingo Loco on Saturday 19 July 2025 and 2 nights accommodation at Aqua Resort from Friday 18 July - Sunday 20 July 2025.
8. This document, the instructions on how to enter the Competition and other details contained within promotional advertisements and the Entry Form (if applicable), each form part of the Terms and Conditions.
9. The Winner/s shall be chosen by the Judges from the entries at random.
10. The Winner/s will be drawn on Tuesday 1 July 2025 and notified by writing.
11. When the Winner/s are notified of their Prize they will also be provided with details as to the collection of their Prize.
12. If the Winner does not accept their prize within a reasonable period of time (which will be no less than 5 (five) days of that Winner being notified, a new Winner may be selected in their place and awarded the prize.
13. A Prize must be taken as stated and is non-transferable, not exchangeable and not redeemable for cash. If the specified prize becomes unavailable for any reason, the Promoter may substitute a prize at its discretion.
14. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control) and any incorrect, inaccurate or incomplete information communicated in the course of or in connection with, this Competition as a result of any technical malfunctions, delays or failures; (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.
15. The Promoter reserves the right to disqualify a Winner if the Winner has breached any of the Terms and Conditions or their entry is misleading.
16. The Promoter reserves the right to cancel, modify or suspend the Competition or any part of it at any stage if the Competition is not capable of running as planned and/or in the event of circumstances of force majeure which are outside of the reasonable control of the Promoter.
17. The Promoter reserves the right to disqualify any individual for:
  - a. tampering with the entry process, including exceeding any limitation on the numbers of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion or the website of the Promoter or the Competition;
  - b. acting in violation of the Terms and Conditions.
18. Participation in the Competition constitutes the entrant's agreement to and acceptance of the Terms and Conditions.
19. All entries remain the property of the Promoter and may be entered into a database for future marketing or promotional activities. By entering the Competition entrants, in the event that they are a Winner, consent to the sharing of their contact details, for the delivery of Prizes, to a third party engaged by the promoter for the delivery of such Prizes. Acceptance of a Prize by a Winner constitutes permission for the Promoter request the Winner's consent to use the Winner's name, suburb of residence, recording of the Winner's voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law. The Promoter will not use the entrants' personal information for any other purpose without their consent unless required or authorised to do so by law. Entrants must notify the Promoter in writing if they would like to amend their personal information or if they have any queries as to how their personal information will be used.
20. This Competition is subject to the Promoter's [Privacy Policy](#). Entrants must notify the Promoter if they would like to amend their personal information or if they have any queries as to how their personal information will be used.
21. If the Competition is conducted on, or utilising, social media including, without limitation Facebook, Instagram and Twitter, the Competition shall be subject to the terms of use governing the applicable social media platform including the RAC User Generated Content Policy. In the event of an inconsistency between these Terms and Conditions, and the terms of use of the applicable social media tool, the terms of the applicable social media tool shall prevail.
22. Without prejudice to clause 21 above, if the Competition is conducted on Facebook or Instagram, entrants:
  - a. Except for any liability that cannot be excluded by law, fully release Facebook or Instagram from all liability arising out of the Competition;
  - b. acknowledge that the Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram; and
  - c. understand and accept that information disclosed in connection with the Competition is disclosed to the Promoter and not Facebook or Instagram.