

CONDITIONS OF ENTRY [GAME OF SKILL]

Twilight at Taronga competition

General

1. By participating in the Twilight at Taronga promotion (**Promotion**), you will be deemed to have: (a) accepted these terms and conditions; and (b) expressly consented to our use of your personal information under the Privacy Act, Spam Act and other related communication and privacy legislation for marketing and other NRMA business purposes.
2. The promoter is National Roads and Motorists Association Limited, trading as The NRMA ABN 77 000 010 506 of Level 13, 151 Clarence Street, Sydney, NSW 2000 (**Promoter**).
3. The Promotion commences at 9am (AEDT) on 18th December 2023 and entries close at 11.59pm pm (AEDT) on 2nd February 2024 (**Promotional Period**).
4. Entry is open to NRMA members aged 18 years and over and residing in NSW and ACT only.

How to Enter

5. To enter this Promotion, you must have the latest version of the My NRMA app and tell us in 25 words or less 'how will you use My NRMA to liven up your summer?' during the Promotional Period and include your name, email, telephone number and any other information so requested. Only one (1) entry per entrant.
6. This is a game of skill and chance plays no part. The Promoter's decision is final and no correspondence will be entered into with entrants.
7. All entries, once submitted, become the property of the Promoter.

Eligibility

8. Employees of the Promoter (**Employees**) and its Related Bodies Corporate (as this term is defined in the Corporations Act) and such employees' immediate family members are not eligible to enter.
9. To protect the integrity of the competition, the Promoter reserves the right, at its sole discretion, to verify, at any time (including after the closing of the Promotion) the validity of all entries (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits invalid, incomplete, indecipherable, or illegible entries or tampers with the entry process or uses any automated entry software or any other mechanical or electronic means to submit repeated entries.

Draws and Prizes

10. The Promoter will review and judge all entries and decide, in its sole discretion, two (2) winning entries and 38 runners up.
11. The two (2) winners will receive one night's accommodation at the Wildlife Retreat at Taronga Zoo and a double pass to The View restaurant NRMA members VIP area during The Cat Empire show at Twilight at Taronga on 29th February 2024. The runners up will receive a double pass to The View restaurant NRMA members VIP area during The Cat Empire show at Twilight at Taronga on 29th February 2024.
12. The total prize pool value is \$28,348 with individual prizes valued at \$654 each and the major prize valued at \$1758.
13. The prize value is correct at time of printing and the Promoter accepts no responsibility for any subsequent variation in the prize value.
14. If any prize (or part of any prize) is unavailable, the Promoter reserves the right to substitute the prize (or part of the prize) with a prize of equal value or specification. No responsibility or liability is accepted for any variation in the value of the prizes. All prize values are in Australian dollars.

15. Prizes are not exchangeable, transferable or redeemable for cash.
16. Winners will be notified by email on 8th February 2024 and winners' names will be published on www.mynrma.com.au/twilight on 8th February 2024. Only winners will receive written notification. Winners who cannot be reached within 7 days at the email address or telephone number provided on their entry will unfortunately be disqualified and the winner will be re-selected. Subsequent winners will be notified on 16th February 2024 and their names published on the website on 16th February 2024.
17. If for any reason a winner does not take their prize (or an element of a prize) by the time stipulated by the Promoter, or chooses not to participate in the Promotion, then that prize (or element thereof), will be forfeited.

Personal Information and Privacy

18. The details contained in your entry are protected by security safeguards as detailed in the Promoter's Privacy Policy, which is available at www.mynrma.com.au. Personal information will only be used in accordance with the Promoter's Privacy Policy. The Promoter will also endeavour to provide you with an option to opt out of receipt of such communications. You should direct any request to access, update or correct information to the Promoter.
19. You can contact the Promoter's Privacy Officer if you would like details of the personal information that the Promoter may hold about you or if you would like it to be corrected. Our Privacy Officer's contact details are:

Privacy Officer
Level 13, 151 Clarence Street
Sydney NSW 2000

or via email at

privacy.officer@mynrma.com.au
20. The Promoter may, for an indefinite period, unless otherwise advised, use your personal information (such as name, age, membership number and image, mobile phone number, email address) and any other information provided to the Promoter pursuant to this Promotion without remuneration or compensation to you for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you and promoting the Promoter, its business and related companies.

Limitation of Liability

21. Subject to any applicable guarantee, warranty, right or condition which cannot by law be excluded or limited, or the exclusion of which would invalidate some or all of these Conditions of Entry, including without limitation under the *Competition and Consumer Act 2010* (Cth) and the *Australian Consumer Law* or under the applicable state or territory laws applying to competitions of this type (**Non-excludable Condition**), the Promoter is not responsible for and excludes all liability (including negligence) for and in relation to any loss or damage (including loss of opportunity, loss of profit, and any indirect, special or consequential loss) arising in any way suffered or incurred (including without limitation death or injury) by reason of any act or omission, including without limitation negligence, by the Promoter in connection with the Promotion. Without limitation, this applies to:
 - a) any technical errors or equipment malfunction including any interruption, defect, or delay in operation or transmission or a carriage service, communications line or network (whether or not under the Promoter's control);
 - b) any unauthorised access to or third party interference with the Promoter's CAD;
 - c) any entry that is late, lost, altered, deleted or misdirected (whether before or after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; and
 - d) any tax or other regulatory liability incurred by a Participant in relation to a Participant's participation in the Promotion.
22. Subject to any Non-excludable Condition, all guarantees, representations, conditions and warranties of any nature are expressly excluded.

23. Subject to any Non-excludable Condition, the Promotor may:
- e) modify or suspend the Promotion if all entrants participating in the competition until that point are notified of the changes to these Conditions of Entry, upon notification of any such changes, the affected entrants may terminate their participation in the competition without any liability to the entrant; or
 - f) suspend, terminate, or cancel the Promotion, and the Promotor will not be liable to any person for any such modification, suspension, termination, or cancellation.
24. The Promotor has no liability to any person for any dispute between a Participant or its officers, employees, agents, contractors, or consultants in relation to the Promotion.
25. Failure by the Promotor to enforce any of its rights at any stage does not constitute a waiver of those rights.
26. The Promotor does not guarantee or otherwise make any representation that a Participant will receive any, or a specific, prize under the Promotion.
27. These Terms and Conditions are governed by the laws of New South Wales, Australia.