

Competition Details of Participation – Game of Chance

Terms defined in this table are referenced throughout the operative terms and conditions below and carry the same meaning as in this table.

Description/Meaning	
Promoter	Wyndham Destinations International Limited
Address	c/o 3 Phillip Street, #08-03 Royal Group Building, Singapore 048693
Email	AsiaClub.Contact@wyn.com
Competition Details	
Competition	2020 Where You Would Rather Be by Wyndham Competition (Thailand)
Versions of this Competition	Website, digital, Social platforms, lead slips
Competition Website	clubwyndhamasia.com/winners https://cwsp.wishpond.com/th-2020-wywrp/
Competition Start Date and Time	8/06/20 11am UTC+8 hours
Competition End Date and Time	31/08/20 11.59pm UTC+8 hours
Entry Details	
Eligible Entrants	<p>Entry is only open to Thai residents who are Thai and/or English speaking, aged 25 years and over.</p> <p>To be an Eligible Entrant, you must submit an Eligible Entry in accordance with these Details of Participation during the promotional period.</p> <p>Employees and/or associates of Wyndham Destinations International Limited and Wyndham Destinations Asia Pacific Pty Ltd are not eligible to win.</p>
Number of Allowable Entries	Only one (1) competition entry is permitted per person.
Eligible Entry	An entry form completed in full (all required fields) online via https://cwsp.wishpond.com/th-2020-wywrp/ , via digital social platforms, in writing at the Promoter's promotional stand or via an alliance partner, which also complies with all requirements of the Details of Participation.
Prize Details	
Total Prize Retail Value	USD \$900
Prizes	<p>1 winner to receive</p> <ul style="list-style-type: none"> • 3 Nights' Accommodation for up to 4 people in a 2 Bedroom Pool Villa at Wyndham Grand Phuket Kalim Bay, Thailand
Entry Start Date and Time	Entries commence from 08/06/20 11am UTC+8 hours

Entry Close Date and Time	Entries must be received by 11.59pm GMT+8 hours on 31/08/20
Date and Time of Prize Draw	Prize draw will occur at 2pm UTC+8hours on 08/09/20
Date and Time of Prize Redraw (if applicable)	Each unclaimed prize judging/re-judging will occur at 2pm UTC+8hours on 09/11/20
Location of Prize Draw	Wyndham Sea Pearl Resort Phuket, 12/1-9 Prabaramee Road, Patong Beach, Phuket 83150, Thailand,
Method of Prize Draw	Electronic
Prize Winner Notification and Publication Date	The prize winners will be notified in writing via email within 2 business days of the prize judging and re-judging dates. The name of the prize winner will also be published at clubwyndhamasia.com/winners for a period of not less than 28 days.
Prize Conditions	
Time for Redemption	The winner must redeem their prize within 3 months from <i>Date and Time of Prize Draw</i> .
Non-Cash Prize	A prize in any form except that of currency authorised as a medium of exchange by the laws of Australia or any other country.
Costs in Excess of the Prize	The amount by which the prize value is exceeded including all taxes, licensing and/or duties.
Time Limits	Booking(s) and travel must be made within 6 months of Prize Judging date(s).
Individual Terms and Conditions	<p>General Prize conditions</p> <ol style="list-style-type: none"> 1. Items of a personal nature, flights, meals, spending money and all expenses are not included. 2. Prize is non-transferable and non-exchangeable for cash or other goods and services. 3. If for any reason a winner cannot accept the prize in accordance with these details of participation, or does not take an element of the prize during the stated period, the relevant component of the prize will be forfeited and cash will not be awarded in lieu of the prize. 4. Winners will assume all responsibility and costs for all amounts that may become payable in excess of the amount awarded and any taxes, licensing and/or duties that may be payable on the prize or use of the prize. 5. Government taxes and fees are not included. 6. All prizes must be redeemed in 1 single booking. Booking is subject to availability and travel must be taken within 12 months of Date and Time of Prize Judging, or Date and Time of Prize Re-judging (where applicable). 7. Cancellations and amendments will incur a fee and are to be paid in cash. 8. Accommodation will be booked through Travel Club by Wyndham. 9. Prize accommodation in Club Wyndham South Pacific rooms is subject to the Guidelines and Regulations of Club Wyndham South Pacific. 10. Prize accommodation in Resort Management by Wyndham rooms is subject to availability at the time of booking.

Operative Terms and Conditions

1. General

- 1.1. Information on how to enter the Competition forms part of these Details of Participation and entry is deemed as acceptance of them.
- 1.2. No purchase is necessary to enter the Competition or redeem prizes.
- 1.3. Entries not received by the Competition End Date and Time or not completed in accordance with these Details of Participation will not be eligible to win.
- 1.4. Where no eligible entries have been received, the Promoter has discretion to cancel the Competition.
- 1.5. The Promoter's decision in all instances is final and binding, and no further correspondence will be entered into.

2. Prize Terms

- 2.1. Prize awarded on Date and Time of Prize Draw.
- 2.2. Prize winner to receive prize as at the Total Prize Retail Value described in table above.
- 2.3. If for any reason the prize is not available, the Promoter reserves the right to substitute another item for the prize, in its sole discretion, of equal or higher value, subject to Regulatory Authority approval (as the case may be).
- 2.4. Total Prize Retail Value is correct at time of publication.

3. Entry Terms

- 3.1. Contest is open to Eligible Entrants only.
- 3.2. Eligible Entrants must comply with the Number of Allowable Entries and all other requirements.
- 3.3. Entrants will be uniquely identified by their email address or phone number.
- 3.4. Multiple entries from a single entrant based on the same or differing email address or phone number will not be permitted.
- 3.5. Where there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 3.6. Entries received after the Competition End Date and Time are ineligible to win.
- 3.7. All entries must be ideas stemmed from the original thought of the competition entrant. As such, any entries must not have been previously published in any forum worldwide, unless they are the entrant's own. Any entries that are found to be derived from the designs of a third party will be considered invalid and, in the event of this being discovered after a prize was awarded, the prize must be returned to the Promoter. Any value of the prize that has already been utilized shall be clawed back from the ineligible entrant.
- 3.8. All entries become the property of the Promoter and will not be returned. No royalty will be paid for reproducing, using, sharing and displaying the entries and/or their content.
- 3.9. Employees and/or associates of the Promoter (and its related entities) are not eligible to win.
- 3.10. Use of the promotional material or any other information connected to the Competition and/or the Promoter without prior written consent of the Promoter constitutes illegal use.

4. Prize Conditions

- 4.1. Where a Non-Cash Prize is awardable, the prize (in whole or in part) is not transferable or exchangeable and cannot be taken as cash unless otherwise stated.
- 4.2. Neither the Promoter, nor any of their agencies or affiliates, accepts any responsibility or liability for:
 - (a) the winner's failure to redeem the prize within the Time for Redemption and/or in accordance with these Details of Participation; or
 - (b) the winner's failure to use the prize within relevant Time Limits; or
 - (c) any damages, injury or loss, however described, arising out of the winners' (and their family and friends where applicable) use or failure to use the prize.
- 4.3. If a winner fails to redeem or use their prize within these Details of Participation, the prize will be forfeited subject to the guidelines of the gaming authorities in each state or territory where relevant.
- 4.4. The winner will assume all responsibility for Costs in Excess of the Prize.

- 4.5. Successful redemption of all prizes will be subject to Individual Terms and Conditions that may be imposed either by the Promoter or third parties.
- 4.6. In the event that a prize is not claimed within the Time for Redemption, an Unclaimed Prize Judging event will be held.
5. **Prize Draw**
 - 5.1. Prize winners are guaranteed to be drawn randomly from all Versions of this Competition.
 - 5.2. Odds of winning are based on the actual number of entries received.
 - 5.3. Entries not received by the *Promoter* by the *Competition End Date and Time* are ineligible to win the *Prize* and will not be included in the draw.
 - 5.4. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant through various methods that may be legally available to the Promoter.
 - 5.5. Neither the Promoter, nor any of their agencies/ affiliates is responsible for negligence arising in any manner, lost, late, damaged, misdirected, incomplete or ineligible entries.
 - 5.6. Draws and re-draws will be conducted at the Location of Prize Draw.
 - 5.7. The Promoter's decision is final and no correspondence will be entered into.
 - 5.8. If a draw date falls on non-business day, the draw will take place on the next business day.
 - 5.9. If the prize is not claimed within three months of the winner being notified an unclaimed prize draw will be conducted at the Date and Time of Prize Redraw (as applicable).
 - 5.10. If there are no eligible entries, no draw will be conducted and no Prize will be awarded, subject to the directions of guidelines in States/Territories as applicable.
6. **Notification**
 - 6.1. Winner(s) will be notified using the contact details provided in their Eligible Entry.
 - 6.2. Publication of winner(s) will occur as per Prize Publication Method on the Prize Publication Date. By taking part in this, entrants consent to having their name publicised should they win the competition.
 - 6.3. Publication of winner(s) of re-judging (as applicable) will occur as per Prize Publication Method on the Prize Redraw Publication Date.
 - 6.4. The name of the prize winner(s) may be obtained by visiting clubwyndhamasia.com/winners.
7. **Promotion**
 - 7.1. By entering, the prize winner agrees to the use of entry answer, pictures, names and/or statements for future promotional and marketing purposes without further payment or consideration or notice.
 - 7.2. By entering this Competition, unless otherwise advised, each entrant also agrees that the Promoter may use this information or disclose it to other organisations that may use it, in any media, for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant.
8. **Important Information**
 - 8.1. It is a condition of entry that each entrant must check the consent box. If the entrant has not given express consent to be contacted, or retracts their express consent during the competition period, they will be taken out of the Competition.
 - 8.2. By checking the consent box, entrants are confirming that they authorise the Promoter to use their contact details (residential and electronic messaging) and telephone number(s) (work, mobile and home/private) provided in this entry form for sales and marketing purposes, in particular, for the purpose of offering the opportunity to attend a timeshare sales presentation on the CLUB WYNDHAM program, for an indefinite period or until they opt out.
 - 8.3. To retract your express consent from CLUB WYNDHAM verbally, speak with a company representative at time of call or contact The Privacy Officer, c/ Wyndham Corporate Centre, Level 7, 1 Corporate Court, Bundall, QLD, Australia, 4217.
 - 8.4. In the event that the entrant does not provide their contact details (residential and email) and telephone number(s) (work, mobile and home/private) on the entry form, the Promoter reserves the right to obtain those contact details and telephone number(s) from various sources made available in the public domain such as, but not limited to, publicly available

- directories and the entrant authorises the Promoter to contact them on those contact details and telephone number(s) for an indefinite period.
- 8.5. Entrants may be contacted by phone, mail or electronic messaging for the purpose of promoting the Promoter, a partner or supporting merchant's various products and services.
 - 8.6. Further, the entrant consents and agrees that the Promoter is reserving the right to sell, distribute, rent, licence, disclose or reveal, share or pass the information onto any third party. From time to time the Promoter discloses its database information (which contains personal information) for a fee to list brokers, list rental organisations and other organisations who comply with all applicable state and federal privacy legislation, which enables them to promote the services and products of their clients.
 - 8.7. The Promoter reserves the right to request verification of age, identity, contact details of entrants and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final.
 - 8.8. By entering this Competition the entrant expressly consents to the Promoter forwarding their personal information overseas to jurisdictions such as Thailand, Indonesia, the Philippines or Australia.
 - 8.9. Information/data provided and/or used as part of competition entry that contains personal information of third parties such as phone numbers, mail or email addresses; or that contains material which is unlawful or makes reference to illegal activities; or that is offensive, abusive, obscene, defamatory, threatening, indecent or which is sexual or pornographic in nature; that vilifies, insults or humiliates any person (whether fictional, alive or dead); or which highlights, addresses or attacks any person on the basis of race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability; or that contains profanity or spiteful remarks; or material that is commercial in nature (this may include but is not limited to materials which advertise or promote any goods or services, websites, competitions, schemes or any other matter); or that contains false, misleading or deceptive information, misinformation or rumour; or that you do not have a right to post because of any law or arising out of a contractual obligation; or that contains viruses or other malicious code, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware will be removed from the Competition and the entrant will be deemed ineligible to enter the Competition or receive any prize.
 - 8.10. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or any loss, damage or injury as a result of technical or telecommunications problems, including security breaches even to the extent that such failure, loss, damage or injury may be caused by the negligence of the Promoter. If such problems arise, then the Promoter may, in its sole discretion, modify, cancel, terminate or suspend the promotion, subject to directions from a regulatory authority.
 - 8.11. Any contact the Promoter or its employees have with entrants may be monitored and/or recorded for training and/or compliance purposes. Please advise at point of contact if you do not wish this to occur.
 - 8.12. The Promoter reserves the right to block, prohibit or withdraw entries where that entry impairs the proper operation of the competition and/or the Promoter's business, including automated entry systems and/or services.
 - 8.13. Should you have any query, request (including access to your information), complaint or feedback relating to your information, you may write to: The Privacy Officer, c/ Wyndham Corporate Centre, Level 7, 1 Corporate Court, Bundall, QLD, Australia, 4217.

9. Privacy Policy

- 9.1. Our Privacy Policy is available at wyndhamasiaescape.com/privacy or send a written request to the Privacy Officer, c/ Wyndham Corporate Centre, Level 7, 1 Corporate Court, Bundall, QLD, Australia, 4217.