

“VISA TARONGA ZOO SOCIAL” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. 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.
4. Entries into the promotion open on 29/11/2024 and close at 11:59PM AEDST on 06/12/2024 (“**Promotional Period**”).
5. To enter, individuals must undertake the following steps during the Promotional Period:
 - Visit Visa Australia on Instagram https://www.instagram.com/visa_au/, Facebook <https://www.facebook.com/VisaAU/> or TikTok https://www.tiktok.com/@visa_au?lang=en and locate the promotional post featuring this promotion;
 - The promotional post will suggest three (3) names for a new baby Koala at Taronga Zoo. Each name will correspond to an emoji;
 - As a direct comment to the promotional post, use one (1) of the three (3) suggested emoji’s to indicate their preferred name create for the new baby koala.

Entrants must ensure that their social media account (used to submit their entry) is set to public for the purposes of winner notification.

6. Only one (1) entry is permitted per person per platform.
7. 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 promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. 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.
10. The draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 on 09/12/2024 at 11:00am AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified, within seven (7) days, according to their method of entry, using Direct

Message for Instagram, Messenger for Facebook or via Direct Message for TikTok. The major prize winner and any ACT winner of a minor prize will have details (first initial, surname and postcode) published online at <https://www.visa.com.au/promotions/taronga-koala-name/competition-winners.html> on 12/12/2024.

11. The Promoter's decision is final and no correspondence will be entered into.

Major Prize

12. The first valid and entry drawn will win the major prize of a 'Wildlife Retreat Experience at Taronga Zoo Sydney, for two (2) people valued at up to \$2,192 depending on date and point of departure. Prize includes:

- A two (2) night stay at Taronga Zoo, Sydney for two (2) people including breakfast daily and free parking;
- Two (2) day access to Taronga Zoo;
- Dinner for two (2) people at the on-site restaurant Me-Gal (on a set menu); and
- A behind the scenes Koala experience for two (2) people.

In the event the winner is not from NSW, the prize will also include two (2) return economy airfares from winner's nearest capital city to Sydney, NSW. If the winner is from NSW, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash. Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.

13. Prize must be taken by 28/02/2025 and is subject to booking and flight availability. Prize cannot be taken during Australian school holidays, public holidays or other peak periods.
14. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
15. As a condition of accepting the Major Prize, the winner (and their companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

Minor Prizes

16. The next ten (10) valid entries drawn will each win the Minor Prize of a Family Pass to Taronga Zoo, Sydney consisting of 4 tickets. Total prize is valued at \$190.80. Any ancillary costs associated with taking the Minor Prize, including but not limited to travel or accommodation are not included and will be the responsibility of the winner.

17. During the entire duration of a Minor Prize, a nominated parent/guardian must accompany any person under 18 years of age.

General

18. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
21. Each prize is subject to the venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or their companion/s) for any inappropriate behaviour whilst participating in any element of the prize.
22. Total prize pool value is up to \$4,100.
23. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
24. A draw for any unclaimed prizes may take place on 13/01/2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified, within seven (7) days, according to their method of entry, using Direct Message for Instagram or Messenger, Facebook or via Direct Message for TikTok. The Major Prize winner and any ACT winner of a Minor Prize (if any) will have their details (first initial, surname and postcode) published online at <https://www.visa.com.au/promotions/taronga-koala-name/competition-winners.html> on 16/01/2025.
25. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or 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.
26. 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.
27. Any cost associated with accessing Instagram or Facebook is the entrant's responsibility and is dependent on the Internet service provider used.

28. 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.
29. 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) if the Overnight Wildlife Retreat or a Koala Experience is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize / participation in the prize.
30. 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.visa.com.au/legal/privacy-policy.html>. 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 claimant. The Privacy Policy also contains information about how claimants may opt out, access, update or correct their PI, how claimants 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. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion claimants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
31. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Terms of Service, which can be viewed at <https://www.facebook.com/legal/terms>, the Instagram Terms of Use, which can be found at <http://instagram.com/about/legal/terms> and the TikTok Terms of Service, which can be viewed at <https://www.tiktok.com/legal/page/row/terms-of-service/en>.
32. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or TikTok. Entrants understand that they are providing their information to the Promoter and not to Facebook, Instagram or TikTok. The information an entrant provides will only be used for the purposes outlined in these Terms and

Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook, Instagram or TikTok. Facebook, Instagram or TikTok will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.

33. The Promoter is Visa AP (Australia) Pty Ltd (ABN 20 134 885 564) of Tower 2, International Towers Sydney, 200 Barangaroo Avenue, Sydney NSW 2000.
34. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.

ACT Permit No. TP24/02798