

This Local Area Marketing Campaign (“Program”) is being conducted by Tourism & Events Queensland and Tourism Tropical North Queensland, in partnership with Big Red Group, trading as Experience Oz (ACN 617 874 718). This campaign has been jointly funded by the Australian Government and Queensland Government under the Disaster Recovery Funding Arrangements.

Instructions on how to participate in this Program form part of these Terms and Conditions. Participation in this Program is deemed acceptance of these Terms and Conditions. Offer not valid in conjunction with any other offer.

The Promoter, in partnership with Big Red Group Pty Ltd (“Partner”), have created a white label website for the Program with the promotion hosted on the Partner’s domain and have made the codes redeemable through their online marketplace, Experience Oz.

This Program is open to residents of Australia only aged 18 years or over. An Australian resident is defined by their postcode as per their residential address, a requirement of the booking process. There is also an additional form of residential verification check via the User’s IP address.

Phase 2 of the Program will be valid for sale from 00:00am AEST on Wednesday 13 March 2024, until vouchers are exhausted (“Offer Period”). Travel must be completed by 21 June 2024.

The Program (inclusive of Phase 1 and Phase 2) will include a maximum allocation of 3000 ‘TNQ100’ promotional codes (each a “Code”) at a value of \$100 each, inclusive of GST.

To participate in the Program, eligible individuals (“Users”) must visit

<https://www.experienceoz.com.au/en/things-to-do/tropical-dollars>,

<https://tropicaldollars.experienceoz.com.au> and

<https://www.virginaustralia.com/au/en/experiences/en/things-to-do/tropical-dollars>, and

select their desired Tropical North Queensland tour, attraction or experience valued at \$200 or more. Users will then be required to follow the check-out process including adding the Code before proceeding to payment at which time the \$100 discount will be applied.

Once payment is secured, confirmation will be automatically sent to the designated email address used at check-out. If a User cancels their experience, they will forfeit the discount value. A commission may be passed on to Experience Oz by the local operator.

Incomplete transactions will be deemed invalid.

If there is a dispute as to the identity of a User, the Promoter reserves the right, in its sole discretion, to determine the identity of the User.

Tours, attractions, or experiences must be booked within the Offer Period. A limit of one Code is permitted per person.

Redemptions of the Codes will be allocated on a first in, first served basis until the voucher allocation is exhausted.

The Promoter reserves the right to extend the offer in any way, including but not limited to an extension of bookable experiences available on the Big Red Group white label website, the allocation of Codes, extending the Program to be available beyond Tropical North Queensland postcodes or residential addresses and IP addresses belonging to Tropical North Queensland residents.

By participating in the Program the User agrees to receive promotional material from both Promoter and the Partner. Users must include their full name, email address and residential address at the time of making a transaction.

There is no cost to utilise the Code for the Program; however, internet connection and usage rates may apply. Users should obtain details of such costs from their service providers. The Promoter is not and will not be liable for any such costs.

The Codes are only valid and redeemable during the Offer Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected use of the Code or for any delays or failures in any telecommunications service or equipment.

Partial Code redemption is not permitted. Each Code is not legal tender and is not transferable. The Promoter reserves the right, at any time, to verify the validity of Users (including a User'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 redemption process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Program. 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.

If for any reason the conduct or operation of the Program is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, pandemic, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Program or Offer Period.

The Promoter assumes no responsibility for:

Any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any User whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;

Any theft, destruction or unauthorised access to, or alteration of such communications;

Any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Program;

Any incorrect or incomplete information which may be communicated in the course of the administering of the Program (whether as a result of one of the foregoing causes or otherwise);

Any delay in acceptance or redemption of a Code; restrictions on redemption of a Code from tour and attraction, dining, accommodation or retail 'Blackout' dates and/or other restrictions;

bookings made or tickets purchased, using the Code, but not utilised by the User within the time frame stipulated by the experience operator; transfers, changes, cancellations or refunds of bookings made or tickets purchased using the Code; price or availability of tours, attractions, and experiences available during Offer Period or changes to the regular or advertised times or standard operations of the tour, attraction and experience operators participating in the Promotion; terms and conditions set by tour, attraction and experience operators participating in the Program.

All of the Promoter's decisions are final and no correspondence will be entered into. If for any reason any element of the Program becomes unavailable or not capable of being delivered to Users for any reason beyond the Promoter's reasonable control the Promoter will have no obligation to provide a similar Program to Users or otherwise compensate Users in any way.

All Users redeem Codes and participate in either tours, attractions and experiences at their own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel exclude all liability for and indemnify the Promoter in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any User in connection with the Program.

The User acknowledges and permits the Promoter during and after the Program to:

Contact the User for any reason related to the Program or other activities of the Promoter.

Collection, use and disclose personal information in accordance with the Promoter's Privacy Policy available at: <https://tourism.tropicalnorthqueensland.org.au/privacy-policy>, and the Partner's Privacy Policy (Experience Oz) available at: <https://www.experienceoz.com.au/en/privacy-policy>.

The Promoter reserves the right to alter or amend these Terms and Conditions and/or to cancel the Program at any time prior to the Program concluding without further recourse to the User.