

“#SOUNDSOFNEWCALEDONIA” COMPETITION TERMS AND CONDITIONS

1. Information on how to enter and the Prize (defined below) 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 and New Zealand 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. Promotion commences on 22/09/2017 and ends at 5:00pm Australian Eastern Standard Time (AEST) / 7:00pm New Zealand Time on 17/11/2017 (“**Promotional Period**”).

5. To enter, individuals must, during the Promotional Period, visit www.newcaledonia.travel/au/sounds or www.newcaledonia.travel/nz/sounds, follow the prompts to the promotion entry, input the requested details (including their first name, surname, email address, postcode, city and country), and submit the fully completed entry form (“**Initial Entry**”).

6. Incomplete or indecipherable entries will be deemed invalid.

7. Only one (1) Initial Entry permitted per person.

8. 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 entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process or engages 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.

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 New Caledonia in #SOUNDSOFNEWCALEDONIA promotion is a game of skill. Entries will be judged by a panel of experts based on originality and creativity. To enter entrants must submit in 50 words or less answering what ‘sounds you’d like to hear in New Caledonia’. Judging will take place within 7 days of November 23, 2017. 9:00 am. Judge’s decision is final and no correspondence will be entered into. Judging will take place at GTI Tourism, 10 Boronia Street, Redfern, NSW 2016 Australia.

11. The winner will be notified in writing by email within two (2) business days of the draw, and their name will be published online at www.newcaledonia.travel/au/sounds and www.newcaledonia.travel/nz/sounds from 6/12/2017.

12. The Promoters decision is final and no correspondence will be entered into.

13. There is 1 major prize for Australia consisting of:

- 2 Return economy flights to Noumea with Aircalin from Sydney, Melbourne or Brisbane.
- 3 nights twin share accommodation at a 4* hotel in Noumea with daily breakfast
- Full day excursion to Amedee Lighthouse with lunch
- Airport return transfers in Noumea

There is 1 major prize for New Zealand consisting of:

- 2 Return economy flights to Noumea with Aircalin from Auckland
- 3 nights twin share accommodation at a 4* hotel in Noumea with daily breakfast
- Full day excursion to Amedee Lighthouse with lunch
- Airport return transfers in Noumea

14. Any cost associated with the applications download / entering the competition online will be the responsibility of the entrant and will not be borne by the Promoter.

15. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify the Prize, subject to any written directions from a relevant regulatory authority.

16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the Prize then the Prize will be forfeited.

17. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

18. Total prize value is AUD \$3260 / NZD \$ 3590. Total prize pool value is AUD \$6520.00 / NZD \$7180.00.

19. The Prize is not transferable or exchangeable and cannot be taken as cash.

20. 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.

21. 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.

22. Any cost associated with accessing the promotional website/s / downloading the application is the entrant's responsibility and is dependent on the Internet service provider used.

23. 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, or any statutory consumer guarantees as provided under consumer protection laws in New Zealand and 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.

24. 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 the Prize value to that

stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in the Prize.

25. 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 and prize suppliers. 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 <http://www.newcaledonia.travel/au/privacy-policy> or <http://www.newcaledonia.travel/nz/privacy-policy/>. 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of any 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, New Zealand including its head office located in New Caledonia (for details, see the Promoter's Privacy Policy).

26. The Promoter is Nouvelle Calédonie Tourisme Point Sud, 20, rue Anatole France BP 688, 98845 Nouméa Cedex, NEW CALEDONIA.