

## FATHER'S DAY 2025 - DAD VS DAD CHALLENGE

### TERMS & CONDITIONS

By entering the Father's Day Dad vs Dad Challenge (the "Activity"), you are agreeing to the following Terms and Conditions.

#### STANDARD TERMS

Information on how to enter and the Prize form part of these Terms and Conditions.

Participation in the Activity is deemed acceptance of these Terms and Conditions.

#### ELIGIBILITY

1. Entrants must be a citizen or permanent resident of Australia and aged 18 years of age or over at the date of entry. Patrons under the age of 18 years must have their entry submitted by a parent or guardian over the age of 18.
2. Employees (and their immediate families) of the Promoter, sponsors and agencies associated with the Activity are not eligible 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, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin.

#### HOW TO ENTER

1. Register at Guest Services on Sunday, September 7, 2025 no later than 12:30 pm. There are limited places available.
2. Fill out the indemnity form as provided by Guest Services. Note – participants acknowledge the risks and dangers associated with the strenuous exercise that forms the Activity, which include, but are not limited to serious bodily injury, death or other damage or injury. You assume all such risks and responsibility for damages, liabilities, losses or expenses which you may incur as a result of your participation.
3. All registered dads will compete in pairs racing through the giant inflatable obstacle course for time. The fastest times will proceed to our knockout rounds until one is crowned the Dad vs Dad Challenge winner.

#### THE PRIZES

The prize packages (the "Prize") are as follows:

**1st Prize:** Oztent RV-5 Plus with 2 x King Goanna Hotspot Chairs

**2nd Prize:** A ripper dad prize pack, signed Crikey magazine &

crocodile plush.

**3rd Prize:** A ripper dad prize pack

Each Prize is non-refundable and not redeemable for cash. If the Prize is or becomes unavailable, the Promoter, in its discretion, reserves the right to substitute all or any part thereof with a product or prize of equal value. All decisions are final and no correspondence will be entered into. All prizes will

be available for pick up on the day of the Activity. No prize will be shipped or couriered to the top three placing dads. If the Prize cannot be taken home on the day of the Activity, winners can organise with the Marketing Team an alternative pick up date from the Warehouse.

#### **WINNER**

1. There is one (1) first place winner (the “Winner”) for the Activity.
2. There is one (1) second place finisher.
3. There is one (1) third place finisher.
4. As a condition of accepting the Prize, the Winner may be required to sign legal documentation in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and an indemnity form.
5. In the event that the Winner does not accept the Prize the Promoter shall award the award the Prize to the next fastest dad (as recorded on the day).
6. Entrants consent to the Promoter and Sponsors in their absolute discretion using their name, likeness, image and/or voice in the event they are the 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 Activity (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter and Sponsors.
7. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.

#### **LIABILITY**

8. 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 Activity 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”). However, to the fullest extent permitted by law the Promoter, Sponsors and other organisers (including its respective officers, employees and agents) shall not be liable for any injury, expenses or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way (including negligence) out of the Activity, the Prize or any aspect of the Prize.
9. Entrants agree that it is a term of their acceptance of their registration form that for themselves, their executors, administrators, heirs, next of kin, successors and assigns, they hereby:
  - (a) waive and release all claims that they may have against Australia Zoo, its officers, directors, members, volunteers, employees, agents, sponsors, stakeholders, other participants and any other persons involved in the Activity (“the releasees”) including any and all claims for damages (for personal injury, death or other loss or damage) caused by negligence, breach of contract, breach of statutory duty, or otherwise, arising out of their participation in the Activity, together with any costs including legal fees that may be incurred as a result of any such claim whether valid or not; and
  - (b) indemnify and hold harmless the releasees and each of them against any such claim that they or their guests or any one or more of their executors, administrators, heirs, next of kin,

successors or assigns may have or assert and against any costs including legal fees with respect to such claims.

10. Entrants accept and acknowledge full responsibility for their decision to enter this Activity and participate in the Prize should they be chosen as the Winner. Except for any liability that cannot be excluded by law each entrant completely releases the Promoter, Sponsors and other organisers (including its respective officers, employees and agents) from all liabilities, loss and damage of any kind arising at any time out of or in connection with the Activity and acceptance of and participation in the Prize.
11. Entrants attest and verify that they are physically fit and able to participate in the stated Activity and that they have not been advised by a qualified medical practitioner not to participate.
12. Entrants agree to abide by all the rules, regulations and instructions given to them whilst participating in the Activity.
13. To the extent permitted by law the Promoter, Sponsors and other organisers (including its respective officers, employees and agents) assume no responsibility for any:
  - a. interruption, error, omission, deletion, defect, delay in operation or transmission, communications line failure, any theft, destruction, unauthorised access or third-party interference or alteration of entries and reserves the right to take any action that may be available;
  - b. technical difficulties or equipment malfunction in relation to the Activity, the Prize or any aspect of the Prize (whether or not under the control of the Promoter, Sponsors and other organisers);
  - c. entry or prize claim that is altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter, Sponsors and other organisers;
  - d. variation in prize value to that stated in these Terms and Conditions;
  - e. tax liability incurred by a winner or entrant; or
  - f. use/taking of a prize (independent financial advice should be sought as tax implications may arise as a result of accepting the Prize).
14. If this Activity 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 to disqualify any entrant; or subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Activity, as appropriate.

#### **PROMOTER & SPONSOR'S DETAILS**

15. The Promoter is Australia Zoo Operations Pty Ltd (ABN 20 653 279 306).