

Roamfree™ to the world promotion (Game of Skill) Terms & Conditions

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1. CONDITIONS OF ENTRY

This is a game of skill and chance plays no part in determining the winner. This is not a game of chance or lottery. Each valid entry will be judged on how many points the participant or participating accommodation provider ("AP") acquired relative to other valid entries, and where two participants or participating APs accumulate the same number of points, the winner will be determined by Clause 6.5

Participation in this promotion is deemed to be acceptance of these Terms and Conditions. Entries must comply with the Terms and Conditions to be valid.

1.1 Eligibility

To be eligible to enter the promotion;

1.1.1. The entrant must be above 18 years of age; and

1.1.2. Participation is open to employees of commercial accommodation properties or the respective company/organization in the Pacific region only. Only one person can be the qualifying participant. If that person leaves the employ of the accommodation provider then the person replacing them or a nominee identified by the AP will be the participant. If the nominated participant changes their role within the organization then the person replacing them or a nominee identified by the AP will be the participant.

1.1.3. Where there is no nominated employee, the AP company is the participant and would nominate a recipient of any prize/s awarded to that AP at the completion of the promotion.

1.2 To Participate

APs must have inventory and rates loaded and available for sale on Roamfree Global Accommodation Search or through BookEasy via either;

- 1.2.1. Being registered on Roamfree Quickstart; for every qualifying booking that is made for an AP registered on Roamfree Quickstart they will receive one (1) point for every room night sold, towards their promotion tally.
- 1.2.2. Having a direct XML feed to Roamfree Global Accommodation Search from their Central Reservation System (CRS) or Property Manager System (PMS) with their inventory appearing in category 'A' (INSTANT AVAILABILITY & RATES) search results; for every qualifying booking that is made for an AP connected via XML feed they will receive two (2) points for every room night sold, towards their promotion tally.

NOTE: APs with a direct XML feed to Roamfree Global Accommodation Search with their inventory appearing in category 'C' (SEARCH AVAILABILITY & RATES - 5-10 SEC RESPONSE) search results will not be awarded any points for these bookings.
- 1.2.3. Using Roamfree Technology products (existing or new user); for every qualifying booking that is made for an APs using Roamfree technology products (Resonline, Last Minute Manager, Year Round Manager) they receive three (3) points for every room night sold, towards their promotion tally.
- 1.2.4. Being a BookEasy 24hr Operator; BookEasy 24hr Operators receive one (1) point per room night sold.
- 1.2.5. Being a BookEasy Gold Operator; BookEasy Gold Operators receive two (2) points per room night sold.

1.3 **Points Summary (per qualifying room night sold)**

- 1.3.1. 1 point for Roamfree Quick Start
- 1.3.2. 2 points for XML to CRS or PMS to Roamfree GAS (INSTANT AVAILABILITY)
- 1.3.3. 3 points for Roamfree Technology
- 1.3.4. 1 point for BookEasy 24 hour
- 1.3.5. 2 points for BookEasy Gold

All bookings made via any of the Last Minute websites or Visitor Centres affiliated with BookEasy or any affiliated websites of Global Accommodation Search also qualify to earn points in the same manner described above.

1.4 **Upgrading**

When an AP upgrades to the next level of participation via changes in technology, the room nights they have sold from 1 September 2007 to the time of upgrade will be upgraded to the equivalent points they would have earned by being at that level.

Example 1.

The 200 room nights sold via Roamfree Quickstart equaling 200 points would become 400 when the AP advanced to using an XML feed supplying (A) category inventory. The 200 points would convert to 600 points if the AP were to start using Roamfree Technology Products.

Example 2.

If an AP was providing category 'C' (SEARCH AVAILABILITY & RATES - 5-10 SEC RESPONSE) inventory where they were receiving no points for bookings and they upgrade to 'A' (INSTANT AVAILABILITY & RATES) inventory, they would then be credited two (2) points for every room night sold from 1 September and from that time on.

Example 3

If an AP sold 200 room nights on BookEasy 24hr and then upgrades to BookEasy Gold they will be awarded with 2 points for every room sold, therefore total points for the 200 room nights would become 400.

1.5 **Qualifying booking**

A booking only qualifies for a point/s from the time the guest checks-out of the property and the commissions have been received/remitted to the Promoters correctly and on time. If commissions are not paid correctly or by the required remittance date then that booking is disqualified and the participant does not receive a point/s.

1.6 **Points Tally**

The tally of points earned by each AP will be measured by the Promoters system and monitored on a monthly basis. The top 100 participants in each area will be provided with their rankings on a monthly basis by e-mail to allow them to increase their position via management of allotments and rates on the system.

1.7 **Promotion geographic Areas**

Participants will compete in their own geographical area. There are eight (8) areas in which this promotion will be taking place within the Pacific region:

- 1.7.1. NSW & ACT
- 1.7.2. SA & NT
- 1.7.3. WA
- 1.7.4. QLD
- 1.7.5. TAS & VIC
- 1.7.6. North Island NZ
- 1.7.7. South Island NZ
- 1.7.8. Pacific Islands

1.8 Additional points promotions

The Promoters reserve the right to run promotions within the program for AP's to earn accelerated points or a set amount of additional points within any given area at any given time or period during the promotion. The Promoters may run points promotions for additional products and services made available to APs during the promotion period.

The Promoters may at their discretion and at any time during the 'Roamfree to the world' program actively conduct promotions to motivate participants; these could represent the following types of promotions although are not limited too; offering increased or multiple points earning periods, additional performance rewards or incentive giveaways.

1.9 Referrals and sign on bonus points

At any time the Promoters may offer bonus points to an AP who refers another AP, who then uses Roamfree technology products, services or direct connects via an XML feed providing 'A' (INSTANT AVAILABILITY & RATES) inventory.

1.10 Non-Eligibility

Entrants are not eligible to enter the Promotion or earn any rewards if they are a director or manager, an employee or immediate family member of an employee of the Promoters, or an employee of their agencies associated with the Promotion.

Any participant no longer in the employ of the AP their registration is associated with. Any participant so identified by the AP to no longer be the participant representing that AP.

2. **DURATION OF PROMOTION**

The promotions will start and points can be accumulated from 12am on Saturday 1 September 2007. The promotion will continue for ten months and be completed at 11:59pm on Monday 30 June 2008. All completed sales between these times will earn points in the promotion.

3. **WHERE AND WHEN THE PROMOTION WILL BE COMPLETED**

The highest earning point scorers will be determined at the Roamfree Ltd offices, Level 1, 50 Appel Street, Surfers Paradise, Queensland, 4217. The points tally and prize recipients will be verified and completed by 2pm Thursday 17 July 2008. All results will be final.

4. **NOTIFICATION OF SUCCESSFUL PARTICIPANTS**

4.1 **Contact**

The Promoters will contact the prize winners in writing by mail or email and telephone no later than Friday 25 July 2008 to confirm his/her eligibility under these terms and conditions and to confirm whether the prize winner wishes to claim his/her prize.

4.2 **Winner Publicity**

In accepting the prize, the prize winner agrees to participate in any publicity arrangements made by or on the behalf of the Promoters. The prize winner further acknowledges that the Promoters reserve the right to publicise their name, address and photographs without any payment being made to them in respect of this Promotion.

5. **DETAILS, VALUES, VALIDITY, LIMITATIONS AND RESTRICTIONS OF PRIZES**

5.1 **Prize Conditions**

Prizes are subject to the following conditions:

5.1.1. No exchange of Prize

The prize cannot be transferred, exchanged or redeemed for cash. If for any reason, the prize winner cannot take any component of the prize or he/she does not wish to take the prize, then the prize will be forfeited.

5.1.2. Ancillary Costs

All transport, meals, beverages, spending money, insurances, service charges, taxes, transfers and ancillary costs, including cost of travel to and from the

departure or arrival airport are not included in the prize unless specified and are the responsibility of the prize winner.

5.1.3. Taxes

If the prize or receipt of it incurs a tax liability, the prize winner is liable for payment of such tax.

5.1.4. Prize Availability

All components of the prize, including flights and accommodation and general entry tickets are subject to availability, and may not be available during school holidays, holiday weekends or special events. In the event that any component of the Prize is unavailable for any reason, the Promoters reserves the right to substitute that prize component with another prize of equal value and the prize winner will be notified accordingly.

5.1.5. Date Prize to be Taken

The prize winner must travel or utilise the prize by 30 June 2009.

5.2 **Prize Details**

- 5.2.1. ***nine (9) return airfares to anywhere in the world for two:*** Airfares are return economy low season tickets on a carrier determined by the Promoters in their absolute discretion and are subject to availability for low season periods to the destination nominated by the prize winner and cannot be used in peak or shoulder seasons. Flights awarded are valid for travel completed by 30 June 2009. Flights not used by this time are forfeited. Flights are non transferable and cannot be redeemed for cash or sold via any means.

Each airfare is for one return ticket from the recipients nearest Capital City airport for travel to any Capital City airport on the one flight/code share number and can include a stop/stopover on route which does not incur additional charges e.g. Singapore, Bangkok, KL on route to London, Paris, Berlin. The recipient will be responsible for providing their own transport to and from their nearest Capital City airport of departure.

Additional flights, sectors, season changes or upgrades are only possible at the recipients own expense and when it does not affect the initial established cost or validity of the original awarded flight.

- 5.2.2. ***Eighty (80) event packages for two:*** There is a total of 80 event packages for two which include general entry tickets for two people to the event nominated by the prize winner and one night, twin share accommodation in a property of no less than 3.5 star rating nominated by the prize winner. The recipient may elect to forgo the use of the nominated accommodation and would forfeit this portion of the package.
- 5.2.3. ***Two (2) return airfares to anywhere in the world for two:*** Airfares are return economy low season tickets on a carrier determined by the Promoters in their absolute discretion and are subject to availability for low season periods to the destination nominated by the prize winner and cannot be used in peak or shoulder seasons. Flights awarded are valid for travel completed by 30 June 2009. Flights not used by this time are forfeited. Flights are non transferable and cannot be redeemed for cash or sold via any means.

Each airfare is for one return ticket from the recipients nearest Capital City airport for travel to any Capital City airport on the one flight/code share number and can include a stop/stopover on route which does not incur additional charges e.g. Singapore, Bangkok, KL on route to London, Paris, Berlin. The recipient will be responsible for providing their own transport to and from their nearest Capital City airport of departure.

Additional flights, sectors, season changes or upgrades are only possible at the recipients own expense and when it does not affect the initial established cost or validity of the original awarded flight.

6. **DETERMINATION OF SUCCESSFUL PARTICIPANTS**

- 6.1 The participants or participating APs with the most points accumulated during the promotion period will be determined as the winning recipients of the prizes which will be allocated in the follow order.
- 6.2 Major prizes of return airfares to anywhere in the world for two; there will be one (1) winning recipient for each of the 8 areas and the winner will be the participant from each Area with the largest number of accumulated points at the end of the qualifying period.
- 6.3 Runners Up rewards of 80 event packages for two; there are ten (10) winning recipients of the Runners Up rewards for each of the 8 areas. The winners will be the participants from each area with the largest numbers of accumulated points at the end of the qualifying period from second (2nd) to eleventh (11th) place.
- 6.4 A consolation prize of two (2) return airfares to anywhere in the world will be awarded to the participant or participating AP, who,

not being a hotel, resort, motel or managed/serviced apartment, finishes with largest number of accumulated points at the end of the qualifying period. The Promoters in their absolute discretion will determine who they consider to be an AP that is not a hotel, resort, motel or managed/serviced apartment. The Promoters decision is final and no correspondence will be entered into.

- 6.5 Where two or more participants or participating APs have accumulated the same number of points during the promotion period, the participants or participating APs will be judged by the promoter on the basis of which participant or participating AP has the highest total dollar value of bookings remitted to the Promoters during the promotion period. Where two or more participants or participating APs have accumulated the same total dollar value of bookings remitted to the Promoters during the promotion period then the participants or participating APs will be judged, in the Promoters absolute discretion on which participant or participating AP exhibited the highest degree of skill in reaching their accumulated number of points taking into account factors such as the resources and size of the participant or participating AP. The Promoters decision is final and no correspondence will be entered into.

7. PROVISION FOR THE DISPOSAL OF ANY UNCLAIMED PRIZES

Any unclaimed prize or if a recipient is unable to use their prize for any reason under the terms and conditions they will be deemed to have forfeited their prize. The Promoters will dispose of or cancel any forfeited prize in a matter they see appropriate.

8. INCENTIVE REQUIREMENTS

Incentive rewards can only be earned/awarded to a participant who is an active client of the Promoters by virtue of their registration or use of Roamfree or BookEasy Technologies. The rewards are provided on an individuals or accommodation properties performance only.

9. GENERAL CONDITIONS

9.1 Lost, Delayed Communication

The Promoters will not be responsible for any delayed, lost or misdirected mail or any other communication.

9.2 Release

To the fullest extent permissible by law, each entrant in the Promotion including without limitation the prize winners, releases the Promoters from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by such entrant in connection with the Prize or their

participation in the promotion. The Promoters, their related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect, consequential and economic loss) suffered or sustained in connection with this Promotion, the promotion of this Promotion, or the use of any Prize, except for any liability which cannot be excluded by law. Further, to the fullest extent permitted by law, the Promoters exclude liability for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or any website, or any unauthorised intervention, or any combination thereof, including any non-delivery or corruption of entries to the Promoters, injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this promotion.

9.3 **Force Majeure**

Subject to State legislation the Promoters will not be responsible for any act, omission, failure or delay by the Promoters that is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts, which are not reasonably within the control of the Promoters.

9.4 **Disputes**

In the event of a dispute, the decision of the Promoters is final and binding and no correspondence will be entered into.

9.5 **Privacy Notice**

During the course of the promotion, the Promoters may collect personal information in relation to entrants. This may include, but is not limited to, the names, email addresses and telephone numbers, provided by the entrant on the online registration via Quickstart or provided to the Technology Sales division of the Promoters. The entrant's personal information is collected so the Promoters are able to conduct the promotion and to contact and award the prize to the Prize Winners, to publish the results of the Promotion and to publicise the Promotion.

9.6 **Consent to use of Personal Information for Marketing Purposes**

Furthermore, by entering this promotion, unless otherwise advised by the entrant, each entrant consents to the retention and use of the information collected by the Promoters, which trades as Roamfree Ltd and BookEasy Pty Ltd. For details about who Roamfree Ltd are, how they may use your information and what your rights are under the new privacy laws, please see the Roamfree Ltd Privacy Policy, which is available from Roamfree Ltd at the address provided or online at www.roamfree.com/privacy.

For details about who BookEasy Australia Pty Ltd are, how they may use your information and what your rights are under the new privacy laws, please see the BookEasy Pty Ltd Privacy Policy, which is available from BookEasy Pty Ltd at the address provided or online at

<http://www.bookeasy.com.au/website/pages.asp?code=300>. Uses by the Promoters may include future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant, or distribution of marketing materials for goods or services in the tourism and information technology industries from the Promoters or from companies in the tourism or information technology industries in which the Promoters hold shares.

10. **PROMOTERS**

The Promoters are Roamfree Ltd of Level 1, 50 Appel Street, Surfers Paradise, Queensland 4217 ABN 17 118 452 190 and BookEasy Australia Pty Ltd of 1, 50 Appel Street, Surfers Paradise, Queensland 4217 ABN 96 115 325 598.