



RENDEZVOUS TRAVEL

Competition Terms and Conditions

1. These terms and conditions together with any specific rules set out in Competition Notices (as defined below) are the Competition Rules ("Rules") and apply to competitions included on the www.frenchrendezvous.org website ("Competition"), unless otherwise expressly stated. By entering a Competition, entrants agree to be bound by these Rules.
2. The Competition is organised by "Eponimo Communication" registered to Busifred Pty Ltd C/O 50 Haig St, Maroubra NSW 2035, Australia "Eponimo Communication".
3. Rules specific to each Competition are displayed in a notice included on the eponimo.com web page posting for such Competition (the "Competition Notice") and are incorporated herein. In the event of discrepancy between these terms and conditions and the Competition Notice, the Competition Notice shall prevail.
4. Eponimo Communication reserves the right to cancel or amend the Competition, the Competition Notice or these Rules at any time without prior notice. Any changes will be posted either within the Competition Notice or these Rules. A copy of the Rules may also be obtained by sending a stamped addressed envelope to: Competition Rules, Eponimo Communication, C/O Busifred Pty Ltd, 50 Haig St, Maroubra NSW 2035, Australia.
5. In the event of any dispute regarding the Rules, Competition Notice, conduct, results and all other matters relating to a Competition, the decision of Eponimo Communication shall be final and no correspondence or discussion shall be entered into.

Qualifying Entrants

6. To qualify to enter the Competition you must be resident in the States and Territories of Australia.
7. Employees of Eponimo Communication or any company involved in the Competition or, if relevant, production of an event to which a Competition relates, or any advertising agency PR company or web company connected with Eponimo Communication or any such person's subsidiary or associated companies, agents or members of their families or households, are not eligible to enter the Competition. Eponimo Communication reserves the right to verify the eligibility of all entrants.
8. Additional eligibility requirements may apply to a specific Competition, e.g. a valid passport, visas and/or driver's license will be required if the Competition prize includes travel outside Australia and/or car hire.
9. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete.
10. Eponimo Communication assumes that by using its site and entering the Competition (and you warrant that) either you have legal capacity to enter the Competition and agree to the Rules (i.e. that you are of sufficient age and mental capacity and are entitled to be legally bound in contract) or your parents have consented to your entry of the Competition and use of these Rules.
11. Eponimo Communication reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of these terms and conditions.
12. In the event that any entrant is disqualified from the Competition, Eponimo Communication in its sole discretion may decide whether a replacement contestant should be selected. In this event, any further entrant will be selected on the same criteria as the original entrant and will be subject to these Rules.

Competition Entries

13. Only one entry per person per Competition is allowed.
14. Competition entries must be made in the manner and by the closing date specified on the Competition Notice. Failure to do so will disqualify the entry.
15. There is no purchase requirement to enter a Competition and there is no charge to register for use of the frenchrendezvous.org website.
16. Where an offer is made for participation in a Competition involving a premium rate telephone call, the Competition Notice will include details of the estimated length of the call and its anticipated cost, and any other guidance to which Eponimo Communication must adhere in compliance with the NSW Department of Fair Trading rules and or equivalent Australian State or Territory governing authority. Where entry to a Competition is by premium rate telephone call, entry may also be made by post by writing to: [Name of Competition] Competition, Eponimo Communication, C/O Busifred Pty Ltd, 50 Haig St, Maroubra NSW 2035, Australia, to be received by the closing date as stated in the Competition Notice.
17. Proof of posting cannot be accepted as proof of delivery. Eponimo Communication cannot accept responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorised access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside its control.
18. Entrants should note that unless stated otherwise, Eponimo Communication does not accept responsibility for the return of any Competition entries, including those consisting of artistic or other material. **Prizes**
19. Prize winners will be chosen at random unless specified otherwise in the Competition Notice, from all qualifying entries within 28 days of the closing date specified in the Competition Notice. Tie-breakers will be judged by Eponimo Communication and, if required by law, by an independent adjudicator. In all matters, the decision of the judge(s) and Eponimo Communication shall be final and no correspondence or discussion shall be entered into.
20. Prize winners will be notified in the manner and within the time specified on the Competition Notice. Return of any prize notification as undeliverable or failure to reply as specified in the notification within the time stated therein may result in disqualification and selection of an alternate winner. If more than one prize is awarded only one prize per entrant will be awarded. Competition winner(s)' names may be published on the Eponimo Communication website or you can write to Competition Prize Winners, Eponimo Communication, C/O Busifred Pty Ltd, 50 Haig St, Maroubra NSW 2035, Australia naming the specific competition including a self-addressed stamped envelope for a list of winners.
21. Claims for prizes must be made within 28 days from official notification and not more than 56 days from the time specified on the Competition Notice. Failure to claim a prize within this time or in the manner specified may result in disqualification and or selection of an alternate winner.

22. Prizes are non-transferable and there is no cash alternative. Eponimo Communication reserves the right to substitute prizes of equal or greater value at any time.
23. Prizes are awarded at Eponimo Communication's discretion and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.
24. Where a prize may not be appropriate for a younger contestant, the minimum age for entry will be stated in the Competition Notice and must be observed. Eponimo Communication reserves the right to request written proof of age of any winner.
25. All taxes, insurances, transfers, spending money and other expenses (including meals or personal expenses upgrades etc.) as the case may be, unless specifically stated, are the sole responsibility of the prize winner.

Intellectual Property Rights

26. In consideration of Eponimo Communication agreeing to consider entrants to the Competition, each entrant hereby assigns to Eponimo Communication the complete copyright and all other rights in any entry, which shall be for the full period of copyright. Eponimo Communication shall be free to assign such rights to third parties.
27. Furthermore, any information submitted by you must be personal to and relate specifically to you. You hereby warrant that the information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, Eponimo Communication reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

Liability

28. Eponimo Communication cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the competition or as a result of accepting any prize. Eponimo Communication is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition. Nothing shall exclude Eponimo Communication liability for death or personal injury as a result of its negligence.

Data Protection and Publicity

29. Winners may be requested to take part in promotional activity and Eponimo Communication reserves the right to use the names and addresses of winners, their photographs and audio and/or visual recordings of them in any publicity.
30. Any personal data relating to entrants will be used solely in accordance with current Australian Federal, State and or Territory data protection legislation and will not be disclosed to a third party without the individual's prior consent.

Jurisdiction

31. The Competition and the terms and conditions of this agreement will be governed by Australian Federal, State and or Territory laws.

How to contact us

32. You can contact us in relation to any competition by writing to Eponimo Communication, C/O Busifred Pty Ltd, 50 Haig St, Maroubra NSW 2035, Australia.

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