

## Terms and Conditions of Entry for the "Destiny USA Shopping Spree Giveaway" (Promotion)

1. These terms and condition of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is Destiny USA Holdings, Inc of 4 Clinton Exchange, Syracuse. NY13202 (**Promoter**).
3. The brands participating in the Promotion (**Participating Outlets**) are all locations accepting American Express.
4. The Promotion will be open from 10:00am (**EST**) on 22<sup>nd</sup> November 2013 until the earlier of:
  - (a) 9:00pm EST on 15<sup>th</sup> December 2013**(Promotion Period)**.
5. Entry in the Promotion is only open to visitors aged 18 years and over, excluding:
  - (a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets, and other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
  - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 5(a) of these Terms;
  - (c) persons who have won a prize or prizes valued either individually or collectively at more than \$5,000 (including GST) in any Promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;
  - (d) persons who have used or attempted to use any more than one name in order to qualify to win a promotion run by or on behalf of the Promoter (except in the case of a legal change of name); and
  - (e) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

**(Eligible Entrants)**. The persons referred to in paragraph 5(b) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

### **HOW TO ENTER**

6. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:
  - (a) register to win on [www.destinyusa.com](http://www.destinyusa.com) through applicable advertisements  
1 entry only**(an Eligible Entry)**.

### **DRAW AND PRIZE**

7. An electronic random prize draw will be conducted at Destiny USA, 9090 Destiny USA Drive, Syracuse, NY 13290 (**Draw Location**) by a representative of the Promoter at 9:00pm EST on 02-06 August, 2012, from all Eligible Entries received during the Promotion (**Draw**).
8. The first Eligible Entrant with a valid Eligible Entry drawn in the Draw will win one of ten prizes to be used with the **Promoter**. Valued up to \$2,500 (including GST) (**Prize**), including:
  - (a) (1) \$500 American Express gift cards to be used with the **Promoter**
  - (5) \$250 American Express gift cards to be used with the promoter**
  - (2) Destiny USA Shop & Stay packages, including an overnight hotel stay**
  - (2) Date with Destiny packages to be used with the promoter**
9. The total value of the Prize pool available to be won in the Promotion is valued at up to US\$12,500.00 (including GST).
10. The Draw winner will be notified by email, and details will be published on the Destiny USA Facebook page by 15 December 2013.
11. Due to the nature of the prize, if the Prize remains unclaimed by 18 December 2013, a random electronic re-draw will be conducted on that date at 9090 Destiny USA Drive, Syracuse, NY 13290 by a representative of the Promoter from all remaining Eligible Entries received in the Promotion. (**Re-Draw**).
12. The Re-Draw winner, if any, will be notified by email and a message being published/posted on the Destiny USA Facebook page.
13. All prize claims must be received or claimed via email or in person no later than 18 December 2013
14. Acceptance and use of the Prize is subject to terms and conditions imposed by those involved in providing goods and/or services as part of or in connection with the Prize, including American Express.

#### **VERIFICATION**

15. Eligible Entrants must validate their email addresses (**Proof of Entry**) which corresponds to all entries they submit in the Promotion in order to claim the Prize (if won).
16. If requested by the Promoter, the provisional Prize winner must produce, within the time requested by the Promoter at its absolute discretion:
  - (a) appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the Prize and compliance with these Terms; and
  - (b) their Proof of Entry that corresponds to all entries they have submitted in the Promotion, before the Promoter issues their Prize.
  - (c) If the items required by the Promoter are not received or a provisional winning entry has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the provisional winner's entry will be invalid and, at the Promoter's absolute discretion, all of the provisional winner's remaining entries will be invalid. Prizes will only

be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.

17. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons is the winning Eligible Entrant.

## GENERAL

18. Eligible Entrants may enter the Promotion once per day for five days provided;
  - (a) each entry is based on a separate day; and
  - (b) is submitted separately in accordance with these Terms; and
  - (c) entries are limited to one per person per 24 hour period
19. All costs associated or arising in connection with the Prize are the responsibility of the Prize winner. In particular, but not limited to, transport to and from Destiny USA, travel costs and purchases made at retail locations that do not accept American Express.
20. Penalties may apply for re-booking, amending, extending or cancelling travel and/or accommodation, and the responsibility of winners and/or their nominated travel companion as the case may be.
21. All components of the Prize can be redeemed on separate occasions.
22. Any components of the Prize not used by the winner are forfeited and the Promoter is not obligated to redeem lost or missing gift cards.
23. The Prize winner must hold a valid license or identification card to redeem Prize.
24. The Promotion is conducted via physical entry. Entrants acknowledge that the Promotion is sponsored, endorsed, or administered by, or associated with the Promoter and physical location.
25. Entrants acknowledge that any information they provide in connection with the Promotion is provided to the Promoter and, upon agreement, can be used for marketing and advertising purposes.
26. Any questions, comments or complaints regarding the Promotion will be directed to the Promoter.
27. Entrants release the Social Networking Site and its associated companies from all liability arising in respect of the Promotion, to the extent allowable by law.
28. Eligible Entrants may, at the time of entering the Promotion, consent to receive commercial electronic messages and Destiny USA Marketing Communications (as defined in this clause) from the Promoter by checking the tick box next to the following message: "I would like to sign up to receive information on special offers, exclusive competitions, new products and more from Destiny USA and its related entities" (**Express Consent**). Where an Eligible Entrant provides Express Consent, the Promoter will use the information provided by the Eligible Entrant on the Entry Form to send the Eligible Entrant further communications in relation to special offers, exclusive competitions, news and event information in relation to the Promoter's product range (**Destiny USA Marketing Communications**). Eligible Entrants who do not provide Express Consent will not receive Destiny USA Marketing Communications. Eligible Entrants may unsubscribe from the Destiny USA Marketing Communications at anytime. For the avoidance of doubt, an Eligible Entrant does not have to provide Express Consent in order to enter the Promotion.

29. The:
- (a) Promoter, the Promoter's related entities, and all agencies associated with the Promotion; and
  - (b) The employees, agents, directors and contractors, of all entities referred to in paragraph (a), shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the prizes, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
30. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of a prize.
31. Eligible Entrants can only enter the Promotion in their own name.
32. In order to claim and/or participate in the Prize, the Prize winner is required to produce valid identification and sign a Publicity Release on terms determined by the Promoter, including:
- (a) confirming their eligibility to enter the Promotion and compliance with these Terms; and
  - (b) allowing promotion of their name on the Social Networking Site
- The Publicity Release must be completed by the Prize winner at time of redemption.
33. Prizes are not transferable, exchangeable or redeemable for cash. Prizes must be taken as offered and may not be varied.
34. The Promoter accepts no responsibility for any variation in the value of the Prize.
35. If the Promoter is unable to provide the winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated prize.
36. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available, or the Participating Outlets will be open, at all times during the Promotion Period.
37. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, subject to New York State regulations, including cancelling, terminating, modifying or suspending the Promotion.
38. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism or Draw in any way, engages in any unlawful or improper conduct which jeopardizes or is likely to jeopardize the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
39. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.

40. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.
41. The Promoter collects personal information about entrants to include entrants in the Promotion and where appropriate award the Prize. If the personal information requested is not provided, the entrant cannot participate in the Promotion. By participating in the Promotion, each Eligible Entrant consents to disclosing their personal information to the Promoter and the Promoter using, and disclosing their personal information to the Promoter's related entities, the Promoter's agencies and other third parties engaged to provide services in connection with the Promotion (including suppliers of Prizes) for use for, the following purposes:
- (a) contacting the entrant in relation to the Promotion;
  - (b) improving the Promoter's or the Promoter's related entities' goods and services; and
  - (c) in the Promoter's and its agencies case, the purposes set out in the Promoter's privacy policy (available by writing to the Promoter at the address set out in paragraph 1 of these Terms).

The Eligible Entrant provides this consent until such a time as they withdraw their consent by giving notice to the Promoter. All personal information will be stored at the office of the Promoter.

42. By entering the Promotion, entrants agree and acknowledge:
- (a) that the Promoter (or an agent of the Promoter) and/or, with the Promoter's consent (including consent subject to any conditions), the Participating Outlets (or an agent of the Participating Outlets), may:
    - (i) obtain comments from them about the Promotion and take photos or recordings of them (and contacting them for those purposes);
    - (ii) use any of the comments, photos or recordings obtained from them, their name, and/or likeness (the **Materials**) for the Promoter's and/or, with the Promoter's consent (including consent subject to any conditions), the Participating Outlets', future promotional and marketing purposes without further reference or compensation to them;
    - (iii) may duplicate, alter, adapt and utilize the Materials in any manner at anytime, anywhere, and by any means (including communicating them to the public in any media, including media not yet in existence); and
    - (iv) may license, authorize or otherwise transfer the rights in the Materials to others to do the things outlined in paragraph 32 of these Terms;
  - (b) on creation of the Materials, they:
    - (i) grant to the Promoter a royalty free, perpetual, non-exclusive and irrevocable license to use the Materials for whatever purpose the Promoter determines; and
    - (ii) where the Promoter consents, they grant to the Participating Outlets a royalty free, perpetual, non-exclusive and irrevocable license to use the Materials for whatever purpose the Promoter consents to;
  - (c) they unconditionally and irrevocably:

- (i) consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given (**Moral Rights**); and
- (ii) waive all Moral Rights in the Materials that arise outside New York State; and
- (d) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

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Abridged

Destiny USA Shop.Dine.Play.Win Giveaways: You must be 18 or over to enter this promotion. Competition commences 11/22/2013 at 10:00am (EST) and concludes 12/15/2013 at 11:59pm (EST). Enter at [www.destinyusa.com](http://www.destinyusa.com) through applicable advertising. Entry is online only. The prize is valued up to \$2,500 (US). The draws will take place at 10:00am 15 December 2013. Winners will be notified by consecutive day following respective drawing and published online [www.facebook.com/DestinyUSA2012](http://www.facebook.com/DestinyUSA2012). The promoter is Destiny USA holdings, LLC 4 Clinton Exchange, Syracuse, NY 13202.