FULL BOOKING TERMS AND CONDITIONS (Revised: 30 September 2010)

Effective for travel dates from 30 September 2010

For more information and bookings, please phone Dunk Resort Pty Ltd ACN 137 664 003 (DUNK) on +61 3 9854 5740 (in respect of accommodation, transfers and day touring) to speak with a Travel Specialist. Any maps featured in the DUNK brochures, advertisements and website are not to scale and should be used as a guide only.

Members of the public booking directly with DUNK: In contracting to provide accommodation and/or arrange flights and transfers for you, DUNK does so strictly upon these Booking Terms & Conditions (terms and conditions) and DUNK's Conditions of Carriage. These terms and conditions and DUNK's Conditions of Carriage are set out on DUNK's Website at www.dunk-island.com/terms. By booking directly through DUNK, you warrant and agree that you have read these terms and conditions and DUNK's Conditions of Carriage and agree to be bound by them.

Members of the public booking through a third party: Where you have booked through a third party i.e. someone other than DUNK such as a wholesaler or travel retailer, your contractual relationship is with that third party and you should contact that third party regarding the terms and conditions upon which the accommodation and/or flights are provided. These terms and conditions will also apply to your booking to the extent they are not inconsistent with the terms and conditions upon which the accommodation and/or flights are provided by the third party.

Trade Wholesaler or Retailers: Where you are contracting with DUNK or Hideaway Resorts Pty Ltd ACN 138 540 593 (HIDEAWAY) to provide accommodation and/or flights for a client of yours, then the accommodation and/or flights are provided to you upon these terms and conditions in addition to the terms and conditions contained in your Booking Contract and the flights are arranged pursuant to DUNK's Conditions of Carriage. These terms and conditions prevail to the extent of any inconsistency between these terms and conditions and your Booking Contract entered into with DUNK or HIDEAWAY. If you have entered into a Booking Contract with HIDEAWAY for the provision of accommodation and/or flights for a client of yours, then all relevant references in these terms and conditions to "DUNK" will be deemed to be references to

"HIDEAWAY".

GENERAL

1 The tours and accommodation in the DUNK brochures, advertisements and website are conducted, provided or organised (as applicable) by DUNK.

2 These terms and conditions apply to all tours and accommodation in the DUNK brochures, advertisements and website. By making a booking for a tour or for accommodation, participants warrant that they have read these terms and conditions and agree to be bound by them and all other terms and conditions referred to in the DUNK brochures, advertisements and website and these terms and conditions or as notified to them from time to time. If the booking is made through a third party, the terms and conditions of that third party also apply. Participants acknowledge that these booking terms and conditions prevail and take precedence to the extent of any inconsistency between them and any other communication (written or oral) between DUNK and the participant.

3 To the fullest extent permitted by law, DUNK, its employees, tour operators and agents for the relevant transportation carrier, hotel, ground operator, and any other supplier of services connected with tours (other providers) exclude all warranties implied into these terms and conditions and shall not be liable for, and the participant releases each of them from, any claim arising from:

(a) any damage to, or loss of, property or injury or death of persons occasioned directly or indirectly by an act or omission of any other provider howsoever caused, including but not limited to, any damage, loss, injury or death caused or contributed to by any defect in any aircraft, watercraft, or vehicle operated or provided by such other provider;

(b) any loss or damage due to delay, cancellation or disruption howsoever caused, including but not limited to loss or damage caused by laws, regulations, acts or failures to act, demands, orders, interpositions of any government or agent thereof, acts of God, strikes, fire, flood, inclement weather, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause in the nature of a force majeure;

(c) any cancellation penalty of a transportation carrier or a tour operator incurred by the purchase of a non-refundable ticket; or

(d) any loss of, damage to, or delay in receiving any participant’s baggage or personal effects during a journey, such items at all times being the sole responsibility of the participant, whether or not such loss and damage was caused or contributed to by the negligence of DUNK or any other provider.

4 The liability of DUNK, its employees, tour operators and agents for the relevant transportation carrier, hotel, ground operator, and any other supplier of services connected with tours, for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at DUNK's option, to:

(a) the supply of the goods or services again;

(b) the repair of the goods; or

(c) the payment of the cost of having the goods or services supplied again or repaired.

5 Travel insurance and trip cancellation insurance is strongly recommended and advised.

6 Tours and accommodation are subject to availability.

7 DUNK room photographs and illustrations are representative only and actual rooms occupied may vary in furnishings and inclusions. Photographs and illustrations of places in geographic areas do not necessarily reflect your DUNK location or services to be provided.

8 Any information or advice given by DUNK (including fact sheets) regarding climate, clothing, baggage, special equipment. etc. is purely advisory, provided as a courtesy to the participant, and DUNK is not responsible for any errors or omissions as to the information provided.

9 These terms and conditions are governed by the laws of Queensland and the participants agree that the Courts of Queensland shall have exclusive jurisdiction to hear any matter arising in relation to these terms and conditions.

10 If a Court finds that any part of these terms and conditions is invalid, that invalid part shall be severed from the remaining terms and conditions so as to preserve the validity of the remaining terms and conditions.

11 If the booking is for a tour, the specific terms and conditions in Part A apply. If the booking is for accommodation, the specific terms and conditions in Part B apply.

12 DUNK are committed to protecting the privacy and confidentiality of personal information. Our Privacy Policy can be viewed at www.dunk-island.com/privacy-policy . By accepting these terms and conditions, you consent to receiving electronic marketing messages and materials from DUNK.

FORCE MAJEURE EVENT

13 Subject to clause 3 above, if there is a force majeure event which affects the participant's booked accommodation at a DUNK resort, then DUNK will notify the participant of its projected consequence and an estimate of the length of time over which it will prevail and may at its option offer the participant either:

(a) alternative accommodation at other DUNK accommodation which is as good as or superior to that which has been booked; or

(b) alternative accommodation options in the local area to be paid directly by the guest at the best available rate and which will be reimbursed by DUNK; or

(c) credit with DUNK which may be used at the same DUNK accommodation within a 12 month period from the date of issue.

PRICING & PAYMENT TERMS

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(a) Unless specifically stated in the DUNK brochures, advertisements and website, all prices are quoted in Australian dollars and include GST but otherwise exclude any charges/taxes imposed by third parties.

(b) Prices in any DUNK brochure should be used as a guide only and will vary depending upon seasonality. Prices should be confirmed with your Travel Specialist prior to booking.

(c) The prices are based on charges and tariffs existing as at the date of publication and are subject to change due to unforeseen circumstances, exchange rate fluctuations or changes to the prices charged by designated tour operators and other providers. While DUNK will do everything reasonably possible to maintain the listed prices, DUNK reserves the right to levy a surcharge, notification of which will be given at the time of final invoicing.

(d) Pricing is subject to change and availability and may not be available during special events or peak periods.

(e) The DUNK website only makes booking requests at the quoted price. Prices will be confirmed by email after a booking is completed.

(f) Settling your account or cancellation fees by credit card incurs a transaction fee of 1% for VISA or Mastercard and 3% for American Express or Diners Club. Payment by means of other credit cards is at the discretion of DUNK and may incur higher transaction fees. Payment by EFTPOS or cash does not attract a transaction fee.

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Part A. TOURS

16 DUNK may engage appropriate tour operators and other providers to coordinate and provide certain parts of the tours. The tour operators and other providers are solely responsible for and liable for providing their respective services. Participants are also subject to specific terms and conditions imposed by the other providers.

17 By booking a tour, each participant certifies and warrants that he/she does not have any mental, physical, or other condition or disability that would or could reasonably create a hazard for him/her or any other individual. DUNK and the other providers reserve the right in their absolute discretion to accept or decline to accept a reservation from a participant or to remove any participant from a tour at any time (without refund or liability), including after commencement of the tour.

18 Any participant under the age of 18 years must be accompanied by a parent or guardian over the age of 18 years for the entire tour. In the interests of safety, participants must not be below the minimum age accepted by the tour operator of the relevant tour. Some itineraries are not appropriate for children.

19

(a) All prices quoted in the DUNK brochures and Website for tours are per person prices based on two persons sharing a tent, room or cabin, unless otherwise stated. Where single occupancy is provided on a tour, single travellers may be required to pay a single supplement, the amount of which will be advised to the participant at the time of booking (if not specified in the DUNK

brochures and website).

(b) Where prices are quoted in US dollars, invoices will be raised in US dollars and final payment will be required in US dollars under the same payment conditions as outlined in these terms and conditions.

20 Tour prices include:-

(a) accommodation and meals as indicated in the itinerary;

(b) all entrance fees;

(c) pre-departure information;

(d) excursions and sightseeing;

(e) ground transportation during tours and transfers to and from group flights where applicable;

(f) services of an experienced guide; and

(g) Australian GST.

Tour prices do not include: -

(h) air transportation and related fees and taxes (except as indicated in the itinerary);

(i) passport and visa expenses;

(j) baggage/accident/cancellation insurance; and

(k) personal expenses such as laundry, telephone calls, alcoholic beverages and any other items not specifically indicated as included in the itinerary.

21 A limited number of single rooms or tents is available on tours and are allocated on a first-come, first-served basis. Single occupancy may not be available on certain tours and if so, participants travelling alone may be required to share accommodation with another participant.

22 To reserve a place on any tour, the reservation must be guaranteed by credit card at the time of making the booking and final payment is due no later than 30 days prior to departure. All other booking payments must be made by cheque, credit card or direct deposit.

23 DUNK may, at its option, cancel any booking in relation to which a final payment has not been made within the specified time. If so, the cancellation fees specified in paragraph 24 below will be payable by the participant as if the participant had cancelled the booking.

24 All cancellation notices must be sent to DUNK in writing and will become effective as at the date of receipt by DUNK. Per person cancellation fees are as follows:

- 30 days or more prior to departure: $50;
- 29-10 days prior to departure: 60% of tour price;
- 9-4 days prior to departure: 80% of the tour price; and
- 3 or fewer days prior to departure: 95% of the tour price.

25 Cancellation fees are payable within 14 days of the cancellation. If a deposit has been paid, the cancellation fee will be deducted from the deposit and the balance of the deposit will be returned to the participant.

26 No refund will be made in circumstances where a participant leaves a tour. If DUNK or its designated tour operator cancels a tour prior to departure, the participant will receive a full refund of monies paid to DUNK or its designated tour operators (as applicable). DUNK and their designated tour operators and tour administrators shall not be responsible for a participant's failure to recover the cost of any non-refundable airline tickets or for any airline tickets purchased by the participant directly from an airline or travel agent. Participants must satisfy themselves as to the terms and conditions applicable to the airline tickets.

27 Itineraries and other destination information are subject to modification and change by DUNK without notice. While every reasonable effort will be made to operate programs as planned, due to the adventurous nature of the tours and the many influencing circumstances, changes may still occur after final itineraries are sent. Tour departure times and duration should be confirmed by participants upon booking.

28 Participants must be in good physical and mental health. Any physical condition requiring special attention, diet or treatment must be indicated in writing when the booking is made. DUNK and some of the other providers require medical information to be provided prior to departure as a condition of accepting a reservation. DUNK and its designated tour operators reserve the right to decline to accept any person as a member of a tour or to require any participant to withdraw from a tour at any time if to do so is determined by DUNK and/or the designated tour operators to be in the best interests of the tour group, the individual participant or any other individual.

29 DUNK and the other providers reserve the right to take photographs or videos of the participants during the operation of any tour or part thereof, and to use the resulting images for promotional purposes. By booking a reservation with DUNK, participants agree to allow their images to be used for such purposes. Participants who prefer that their image not be used must identify themselves to their guide at the commencement of the tour.

30 At all times the decision of the DUNK tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. By booking with DUNK, the Participant agrees to abide by the authority of the tour leader, who represents DUNK. The Participant must

at all times strictly comply with the laws and customs (including those of cultural significance) of all places visited.

31 Other terms and conditions may apply to a particular tour and DUNK reserves the right to introduce those other terms and conditions at any time. By booking a tour, participants agree to accept and abide by those additional terms and conditions.

Part B. ACCOMMODATION

GENERAL

32 Where indicated in the DUNK brochures, advertisements or website, minimum stay conditions apply to accommodation options. Unless otherwise stated, prices are twin share and single individuals may be required to pay a single supplement the amount of which will be advised at the time of booking if not advised in the brochure, advertisement or website. Other conditions and seasonal surcharges might apply and you should check these with your Travel Specialist at the time of booking.

33 There are fact sheets for the various DUNK accommodation and you should familiarise yourself with them before booking and attending the relevant accommodation.

CHILDREN

34 Children means 12 years and under at the time of check in at DUNK.

35

(a) For accommodation provided up to and including 31 March 2011: Children stay free when

using existing bedding. Children may dine free of charge at resort buffet restaurants or from restaurant children's menu. Extra person rate applies for additional rollaway beds. When only one adult is travelling with children the Room Rate for One Person will apply to the booking.

(b) For accommodation provided from 1 April 2011: One child stays free and may dine free of charge at resort buffet restaurants or from restaurant children's menu, per paying adult when using existing bedding. An extra child rate (covering meals and accommodation) applies for each additional child, not accompanied by a paying adult or for additional rollaway beds. When only one adult is travelling with children the Room Rate for One Person will apply to the booking.

36 Child rates applicable only when sharing a room with a minimum of one adult. Children under the age of 2 years are not charged for.

BOOKING POLICY

37 All bookings must be guaranteed at time of booking, by credit card and full payment is required on check out of accommodation.

38 If unable to provide credit card details at time of booking, full prepayment is required within 24 hours of booking confirmation.

39 Arrival/departure details must be supplied no later than 7 days prior to arrival (or supplied at time of booking inside 7 days of travel).

40 DUNK may, at its option, cancel any booking not guaranteed by a credit card. If so, the cancellation fees specified below may, at DUNK's option, be payable by the participant as if the participant had cancelled the booking.

41 In addition to these terms & conditions, third party operator terms and conditions may apply

to a booking made by the DUNK Travel Centre and are available upon request.

42 The client acknowledges that periodically, DUNK will be unable to accommodate the guest in the accommodation described in the Confirmed Booking. In these cases it is agreed that DUNK may accommodate the guest in alternative accommodation. The alternative accommodation may or may not be of a similar standard to that specified in the Confirmed Booking. DUNK agrees wherever possible to ensure that the alternative accommodation is superior and where it is not, DUNK will provide some amenity (to be determined at DUNK's sole discretion) to those relocated guests to compensate them for the inconvenience.

CANCELLATION POLICY

43 All cancellation notices must be sent to DUNK in writing and will become effective as at the date of receipt by DUNK.

44 Cancellation fees for accommodation (excluding groups) are as follows:

• Cancellations 8 days or more prior to arrival: Nil

• Cancellations within 7 days, but more than 72 hours prior to arrival will incur a cancellation fee equivalent to one night's accommodation and the flight charges, as confirmed.

• Cancellations within 72 hours or less of arrival or by in-house guests will be subject to full cancellation fees for all confirmed services, including the full rate per confirmed room per night cancelled, all pre-booked meals, DUNK transfers and all pre-booked DUNK day tours.

45 Cancellation fees are payable within 14 days of the cancellation. If a deposit has been paid or credit card details have been supplied to guarantee the booking, the cancellation fee will be deducted from the deposit and the balance of the deposit will be returned to the participant or cancellation fees will be charged to the credit card supplied.