

# Terms and Conditions of Entry for the Adventure Campaign 2019

Information on how to enter and prize information form part of these conditions of entry (Conditions of Entry).

Entry into the promotion is deemed acceptance of these Conditions of Entry.

The promotion is a game of skill. A game of skill is a trade promotion where the winner is decided by qualified or expert judges against set criteria. The marketing department of Tourism Central Australia will be appointed as judges to select the 5 winners in conjunction with set criterion regarding image quality and reusability for TCA benefit, explanation of adventure story, tagging @visitcentralaus, hashtagging #RedCentreNT and tagging 3 friends.

The entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of the Conditions of Entry generally.

All entrants acknowledge that the promoter can rely on these Conditions of Entry even if the promoter only learns of a participant's ineligibility after the promoter has awarded a prize to the ineligible participant. Return of the prize and voucher of its equivalent value to the participant may be required by the promoter if this occurs.

The promoter's decision in relation to any aspect of these Conditions of Entry and the promotion is final and binding on every person who enters. No correspondence will be entered into. The promoter is Tourism Central Australia ABN 66 249 885 613 of 18 Parsons St, Alice Springs 0870 NT (**Promoter**).

#### **Promotion Period**

The promotion will commence 00:01am ACST on **01/05/2019** and end at 11:59pm ACST on **02/06/2019 (Promotion Period).** 

## WHO CAN ENTER

Entry in the Promotion is open to residents of Australia aged 18 years or older excluding: management, employees, directors and contractors of the Promoter, its related entities,





and other agencies, firms or companies associated with the Promotion (including suppliers of the prize); a spouse, de-facto spouse, parent, guardian, child or sibling of an individual involved with the operation of the promotion of these Conditions of Entry; 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 9 of these Conditions of Entry 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

To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:

- visit the Promotion Website for information; share a #RedCentreNT adventure photo on the entrants social media channels Facebook and/or Instagram. The entrant is to include a written statement explaining their dream adventure activity in the Red Centre. Entrants MUST include the hashtag #RedCentreNT, tag @visitcentralaus and tag 3 friends. Entrants may enter the competition as many times as they like. Entrants are able to use the #RedCentreNT hashtag to source a photo for the competition. All photos used must have permission from the original photographer and the photographer must be credited in the post.
- agree to be contacted with regards to the Promoter's future promotional and marketing initiatives; and
- indicate their acceptance of these Conditions of Entry (Eligible Entry).

## If an Eligible Entrant submits an entry:

Any costs associated with accessing the Promotion Website from an entrant's personal computer or device are the entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using an internet browser.

The Promoter is not responsible for technical difficulties with the entry mechanism.

The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.

Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.



All entries including words and images submitted by Entrants become the property of the Promoter and may be used in future marketing initiatives at the discretion of the Promoter.

Entrants are encouraged to share the Promotion to their own social media networks following their entry, however an Entrant sharing the Promotion does not benefit their entry and will not be considered in the judging process.

## VERIFICATION

If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the prize (if won) and compliance with these Conditions of Entry. If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required, the entry submitted by the entrant will be deemed as invalid. The prize will only be awarded following all verification requirements of the Promoter being met to its satisfaction.

Entrants can only enter the Promotion in their own name.

## WINNER ASSESSMENT & PRIZE INFORMATION

Tourism Central Australia's Marketing Department will select 5 winners based on set criteria on the 03/06/19 at 9:00am. The winners will be notified via their social media channels and by a post on the @VisitCentralAus social channels. Winners must accept the prize in 7 (seven) days from notification.

#### Each Prize includes:

- Adventure activity up to the value of \$500.00. Tourism Central Australia will judge each participant's entry and select adventure(s) based on availability.
- A \$1000.00 voucher ONLY redeemable through the Alice Springs Visitor Information Centre. The voucher may be used for bookings of accommodation, tours, activities and/or car hire.

#### **PRIZE CONDITIONS**

• Each winner will advise the Promoter of their preferred adventure activity(ies) and any additional activities they wish to complete up to the value of \$500.00. The Promoter will organise and book the adventure at specified times between June and August 2019. Each winner will receive their \$1000.00 booking voucher once all travel arrangements have been confirmed with the Promoter.



- The \$1000.00 booking voucher is non-refundable. It may be used to purchase multiple . tourism products from the Alice Springs Visitor Information Centre. Each vouchers expires on 1 (one) October 2019 and must be redeemed prior to this date. If the total of the booking is more than the value of the \$1000.00 voucher, immediate payment of the balance will be required at the time of booking. It is a condition that the voucher may not be purchased or offered for unauthorised re-sale on 3rd party websites. All bookings are subject to availability. Vouchers may be redeemed through contact with marketing@discoverca.com.au or in person at the Alice Springs Visitor Information Centre.
- The winners must provide the promoter with relevant travel requirements and personal information. The prize is ONLY eligible to the selected winner and cannot be redeemed for cash or utilised by another individual. The prize is otherwise forfeited.
- The Prize does not (except as expressly stated) include, but is not limited to, the following: any transport between a traveller's residence and collection of the prize; any other travel expenses; any insurance (such as travel or health cover), however the Promoter requires the Prize winners and their nominated travelling companion cover themselves with full travel insurance valid for interstate travel (if applicable). Receipt of insurance for each person travelling must be supplied to the promoter prior to travel. Should the Prize winners and their travelling companion fail to take out travel insurance, the Promoter will require them to sign a waiver prior to travel; any other ancillary costs which may be incurred by those travelling.
- Participation in the Prize is subject to, and acceptance of, such other terms and conditions as may be imposed by those involved in providing other goods or services included in the Prize (Third Party Terms).
- The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the Prize is obtained through any of these methods, it will not be honoured.
- Prize documentation will be delivered to the winning Eligible Entrant at the address communicated to the Promoter during verification of the Eligible Entrant.
- If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning entrant is.
- The Prize is not transferable, exchangeable or redeemable for cash. The Prize must be taken as offered and may not be varied.



- The Promoter accepts no responsibility for any variation in the value of the Prize from the time of creating the Promotion materials.
- If the Promoter is unable to provide the winners with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize.
- The entrant must sign a waiver form before taking part in their chosen adventure activity to release Tourism Central Australia of any responsibly regarding injury, lost items, and any other unforeseen circumstances.

## NOTIFICATION OF PRIZE WINNERS

The Prize winners will be:

notified in writing via social channels from 03/06/2019.

#### GENERAL

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.

If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised 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, including cancelling, terminating, modifying or suspending the Promotion.

Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

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

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 Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.

The Prize winners must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

**CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. All database information obtained through the competition will remain with Tourism Central Australia, 18 Parsons Street, Alice Springs 0870 NT.

#### PERSONAL INFORMATION

Immediately upon submission by an entrant, their entry becomes the sole property of the Promoter. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion (such as flights) and as required, to Australian regulatory authorities. By participating in this Promotion, entrants consent to the storage of their Personal Information on the database of the Promoter, and the Promoter and agencies engaged by the Promoter using this information for future promotional and marketing purposes regarding their products and services including contacting entrants via any contact details provided by the entrant without further reference or compensation to the entrant.

Entrants may request to update or correct their Personal Information held by the Promoter and / or may request that they not receive further promotional or marketing communications from the Promoter at any time by contacting the Promoter at marketing@discoverca.com.au

#### PRIVACY POLICY

Entrants may view the Promoter's privacy policy by visiting <a href="https://www.discovercentralaustralia.com/privacy-policy">https://www.discovercentralaustralia.com/privacy-policy</a>

The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012) as well as any other applicable law.

