

**Tourism WA Terms & Conditions – Kimberley Season Pass
50% off Kimberley Tours and Experiences**

1. The Promoter is the **WESTERN AUSTRALIAN TOURISM COMMISSION** a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668 ("**Promoter**").
2. A reference to the Promoter includes its officers, employees, agents and contractors.
3. The Promoter is running a Kimberley Season Pass incentive program offering a 50% off discount redeemable with Broome Visitor Centre and Kununurra Visitor Centre-contracted tour and experience operators ("**Promotion**"). Successful Entrants will be able to redeem a 50% off discount, up to a maximum discount value of AUD \$500.00. ("**Discount**")
4. By submitting an entry to this Promotion, the Entrant is deemed to accept these Terms and Conditions.
5. Entry is open to any Entrant aged 18 years and over.
6. Individuals who are officers or employees of the Promoter, the Promoter's contractors and agents, including the Broome Visitor Centre and Kununurra Visitor Centre (together the "**Visitor Information Centre**") are not eligible to redeem the Discount. Any bookings found to be made by such individuals will be cancelled.
7. Individuals who are officers or employees of the Tourism Product(s) associated with this Promotion are not eligible to redeem the Discount within their Tourism Product(s) business. Any bookings found to be made by such individuals will be cancelled.
8. Tourism Product(s) cannot be purchased for commercial on-sale.
9. The Promotion commences at 10:00AM Australian Western Standard Time (AWST) on 22 February 2024 to 11:59PM (AWST) on 30 June 2024 or until all Discounts have been claimed ("**Promotional Period**").
10. To participate, Entrants must, during the Promotional Period:
 - a) supply a valid email address to the Broome Visitor Centre <https://www.visitbroome.com.au/kimberley> and/or Kununurra Visitor Centre at <https://www.visitkununurra.com/kimberley>; and
 - b) the Discount will be applied by the relevant Visitor Information Centre and be redeemable on eligible Tourism Product(s) either in person, online or via telephone at the time of booking the Tourism Product(s).
11. Neither the Promoter nor the participating Visitor Information Centres will be responsible for any loss of opportunity or become liable to provide any replacement value for a Discount, if an Entrant fails to complete the instructions required to redeem the Discount.

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12. Any failure by an Entrant to complete these steps may result in the unavailability of Discount for the Entrant, where all Discount have been issued.
13. Each successful Entrant will receive a maximum Discount, up to the value of AUD \$500.00 redeemable on a Tourism Product(s) booking, to be made through the participating Visitor Information Centres either in person, online or by phone using a valid email address from 22 February 2024 to 30 June 2024 ("**Booking Period**").
14. The Discount is applicable to new bookings only and cannot be applied to bookings made outside the Booking Period. Changes to existing bookings of Tourism Product(s) will be subject to the Tourism Product(s) providers Terms and conditions.
15. Each Entrant agrees that a Discount:
 - a) must be booked and redeemed on Tourism Product(s) within the Booking Period, with the Tourism Product(s) to be booked between 22 February 2024 to 30 June 2024 and travelled by 31 October 2024 ("**Travel Period**") Travel dates are subject to individual operators discretion and availability;
 - b) cannot be redeemed directly with the Tourism Product(s) provider and can only be redeemed at a participating Visitor Information Centre either in person, by phone or online;
 - c) cannot be redeemed on hire vehicle, point-to-point transport providers (unless there is a guided element or it is packaged with an experience or tour); farmers markets, markets, retail precincts, charter services (air, coach, marine charter, small charter vehicle, car, van charter, motor home hire and short terms leisure equipment hire (unless there is a guided element), accommodation (hotels, holiday parks, station stays, caravan parks or holiday homes), events, festivals, restaurants, cafes, food outlets, national park entry fees or food and beverage products (unless it includes guided commentary or part of a group experience);
 - d) is exclusive of any additional costs and liabilities incurred beyond the value of the Discount (used in accordance with the conditions of use) or incurred after the Discount has been redeemed;
 - e) must result in the use of the value Discount in a single transaction when redeeming. No 'change' or 'credit' will remain for use at a later date or on a subsequent booking;
 - f) is personal, non-refundable and not transferable, exchangeable or redeemable for cash;
 - g) may be subject to terms and conditions of the Tourism Product(s) providers, including where the Entrant is required to agree to those terms and conditions at the time of redeeming the Discount;
 - h) is subject to a maximum discount amount of AUD \$500.00.
 - i) may require the Entrant to provide proof of identity if requested by the Promoter, the participating Visitor Information Centres or the Tourism Product(s) provider;
 - j) cannot be used to pay any cancellation or fees incurred for cancelling or changing any booking;and

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- k) is subject to the availability of individual Tourism Product(s) and the associated Maximum Booking Cap.
16. If the Tourism Product(s) provider cancels a booking made by the Entrant and no suitable alternative date is available or cannot be agreed, the Entrant may request that the value of the Discount applied to that Tourism Product(s), be revalidated by the Visitor Information Centre and applied to an alternative Tourism Product(s).
17. Amendments and cancellations made by the Entrant to the Tourism Product(s) booked may be subject to fees.
18. The Promoter reserves the right to verify by any means which the Promoter considers necessary the identity of any Entrant and to satisfy itself that the Entrant has fulfilled these Terms and Conditions. The Entrant must co-operate fully with the Promoter in any verification process.
19. If an Entrant breaches any of these Terms and Conditions, acts unlawfully, tampers or attempts to tamper with the Promotion, jeopardises the fair and proper conduct of the Promotion, or acts unlawfully, improperly or unethically (each in the Promoter's sole opinion), the Promoter reserves the right to disqualify the entry and Discount will be forfeited.
20. The Promoter's decision is final and binding. No correspondence will be entered into. No Entrant shall have, bring or assert any legal or equitable right under or in connection with the Promotion or these Terms and Conditions, including anything done, attempted, not done or not attempted by the Promoter under or in connection therewith. In that regard, neither the Promotion, nor these Terms and Conditions, nor anything done, attempted, not done or not attempted by the Promoter under or in connection therewith shall be justiciable. The preceding provisions of this clause 17 apply even if the Promoter, through its negligence, has caused the Entrant any sort of loss.
21. The Promoter may suspend, vary or cancel the Promotion at any time.
22. If the Promotion is being conducted electronically:
- a) the time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no liability, in negligence or howsoever, for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason;
 - b) any costs associated with accessing the Promotional website are the Entrant's responsibility and may depend on the Entrant's usage plan; and
 - c) the Entrant must not submit an entry which includes any computer virus or other harmful computer software.

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- d) the Entrant must not tamper with the entry mechanism, use scripting or an application code to submit multiple entries or manipulate the participation process or the entry mechanism adopted by the Promoter.
23. The Promoter reserves the right to contact any Entrant in connection with future promotions. If an Entrant does not want this to occur, the Entrant may in accordance with the Promoter's Privacy Policy, unsubscribe from the mailing list at the time of receiving any promotional material.
24. All entries become the property of the Promoter.
25. The Promoter collects personal information in order to conduct the Promotion and may disclose such information to third parties, including, but not limited to:
- a. the Visitor Information Centre for the purpose of facilitating the redemption of the Discount; and
 - b. for future promotional, marketing and publicity purposes. Entrants should direct any written request to access, update or correct personal information to the Promoter.
26. To the fullest extent permitted at law all implied terms and conditions are excluded from these Terms and Conditions.
27. To the fullest extent permitted at law, each Entrant releases the Promoter from any and all liability (in contract, equity, negligence, or howsoever) for costs, damages, expenses, and losses which any Entrant may suffer or incur as a result of the Promoter's action or inaction arising out of or in connection with the Promotion or these Terms and Conditions. The Entrant agrees not to bring or assert any claim, proceeding or cause of action against the Promoter, accordingly. The Entrant shall indemnify the Promoter from any and all losses, costs and expenses sustained by the Promoter on account of the Entrant breaching this clause 25 or any other provision of these Terms and Conditions.
28. Without limiting clause 24, in no circumstances is the Promoter liable (in negligence or howsoever) to any Entrant for any indirect or consequential losses, including but not limited to loss of opportunity (including business opportunity), savings, revenue or profit.
29. Without limiting either or both of clauses 26 and 27, the Promoter is not liable (in negligence or howsoever) to the Entrant for the acts or omissions of third parties (including any parties for whom the Promoter is or may be vicariously liable).
30. These Terms and Conditions are governed by the laws of Western Australia irrespective of the place of residence of any Entrant.

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31. In these Terms and Conditions, unless the context otherwise requires-

Booking Period means 22 February 2024 to 30 June 2024 inclusive.

Entrant means someone who participates by submitting an Entry in the Promotion.

Entry means the submission of a validly completed and verified booking during the Promotional Period, and where approved, completion by the Entrant of all necessary actions to receive a 50% off Discount.

Maximum Booking Cap means the maximum allocation of bookings available at each Tourism Product(s) provider for bookings using a 50% off Discount as part of the Promotion.

Promoter means the Western Australian Tourism Commission a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668.

Promoter's Privacy Policy means the privacy policy accessible at http://www.westernaustralia.com/au/Pages/Privacy_Statement.aspx

Promotional Period means 10:00AM Australian Western Standard Time (AWST) on 22 February 2024 to 11:59PM (AWST) on 30 June 2024.

Tourism Product(s) means a bookable product that is either a **Tour** or **Tourism Experience** as defined in these Terms and Conditions.

Tour refers to any bookable product, organised excursion with a guide and or commentary bookable via the Broome Visitor Centre and Kununurra Visitor Centre. These may vary in duration from less than a day, a day or extended touring that may include; walking, bike, segway, adventure or outdoor tours, coach tours, 4WD tours, aerial tours or aerial activities, marine, cruises, sailing, water, scuba diving or snorkelling tours, marine wildlife interactions and food or beverage tours.

Tourism Experience means a fixed place of interest, offering a distinct visitor experience to the leisure tourist. For the purpose of the 50% off Discount, tourism experiences are considered to be cultural experiences, specialised tourism food or beverage experiences, observatories, planetariums, zoos, sanctuaries, aquariums, amusement and theme parks, wildlife and animal parks.

Travel Period means by 31 October 2024.

Visitor Information Centre means either the Broome Visitor Centre and Kununurra Visitor Centre offering tourism information and Tourism Product(s) as listed on <https://www.visitbroome.com.au/kimberley> and located at <https://www.visitkununurra.com/kimberley>.

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Discount means the 50% discount applied by the participating Visitor Information Centre during the booking process to be redeemed by the Entrant