

Tourism Tasmania
Competition Entry T&Cs

Competition Details

1) Name	<i>'Become a Winter Person; Tassie Specialist July Webinar</i>	
2) Duration "Competition Period"	Entries Open:	1:00pm, AEST 24 July 2024, Tasmania
	Entries Close:	11:59pm, AEST 31 July 2024, Tasmania
3) Eligible entries	<p>All entrants must be Registered Tassie Specialists who are residents of Australia or New Zealand and be an owner/operator or working for, a licenced travel agency.</p> <p>Entrants must be 18 years or older as of 12:00pm, AEST 24 July 2024.</p> <p>Only 1 entry per person is accepted.</p> <p>When you complete the Entry method, you will be allocated 1 entry.</p> <p>Directors, management, officers, employees and contractors of Tourism Tasmania and associated agencies, retailers, supplier and companies, and their immediate families are ineligible to enter this Competition. For the purposes of this clause, "immediate families" means his or her spouse, ex-spouse, de facto spouse, child, step-child, adopted child, parent, step-parent, grandparent, uncle, aunt, siblings, step-siblings, or first cousin, whether or not they live in the same household as the director, manager, officer, employee or contractor.</p>	
4) Entry method	Submit your Entry online via the electronic link to be provided post attendance at the livestream webinar event being held on 24 July 2024 at 12:00pm AEST.	
5) Prize/s	<p>Six prizes shall be awarded in total. Each prize shall be:</p> <p><i>1 x Tasmanian, sustainably made, Waverley Mills Travel Rug</i></p> <p>Total Approximate Prize Pool value: AUD \$900</p>	
6) How to win	<p>Game of skill (i.e., judged to be best):</p> <p>To be eligible to win a prize, all entrants must attend the livestream webinar event and successfully complete the quiz after the webinar event and no later than AEST 31 July 2024.</p> <p>Judging of all valid Entries received within the Competition Period will be conducted by a panel of judges at Tourism Tasmania's Head Office by 5.00PM 2 August 2024.</p> <p>Judging will occur after Entries close. The winning Entry/Entries, as determined by the judges who are representatives of the Tourism Tasmania, will each win the Prize/s specified above.</p> <p>The winners will be determined by the skill and creative merit in entries ("Winner"). Chance plays no part in determining the winners. The judges' decision is final and binding and no correspondence will be entered into.</p> <p>If there is an unclaimed prize or invalid entry, we may in our discretion assign the Prize to the Entry judged the next best, conduct a further judging to award the prize, or withdraw the prize unawarded. We are under no obligation to award any unclaimed prize.</p>	
7) Winner notification and Prize collection	<p>Winners will be contacted by email within 14 days of judging.</p> <p>Winners may also be published via our tassietrade.com.au website for a period of 28 days after being announced.</p> <p>The prizes will be delivered by post.</p>	

1 This Competition

- 1.1 This promotion (**Competition**) is run by the Crown in Right of Tasmania as represented through Tourism Tasmania (ABN 53 800 480 938) (the **Promoter / Tourism Tasmania / we / us / our**) on these terms, including the Details above (**Terms**). By entering the Competition, entrants (**you / your**) agree to these Terms. Entries can be submitted between Entries Open and Entries Close times. The time of entry will be deemed to be the time the entry is received by Tourism Tasmania and not the time of transmission of the Entrant.

2 Entry Into the Competition

- 2.1 Only one entry is permitted per Entrant.
- 2.2 To enter the Competition, Entrants must follow the entry instructions ("Entry Method") and comply with all other applicable requirements during the Competition Period. Entries must be submitted in accordance with the entry instructions and will not be accepted in any other form.
- 2.3 An Entrant's Entry must not be late, incomplete or incomprehensible or contain any content that infringes the rights (including intellectual property rights) of any person or is unlawful, obscene, offensive, indecent, defamatory, discriminatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or otherwise objectionable or inappropriate (which includes, without limitation, any content involving excessive violence, malice or swearing), capable of encouraging conduct that would be considered a criminal offence, capable of violating any law or giving rise to any civil liability.
- 2.4 Once submitted, withdrawal of an Entry will not be permitted.
- 2.5 Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
- 2.6 An Entrant's Entry must be at the time of entry be true, complete and correct and submitted on the condition that it be used by Tourism Tasmania for the drawing of this competition and for future correspondence related to Tourism Tasmania and the Tassie Specialist program including but not limited to tourism updates, events and future competitions.
- 2.7 Tourism Tasmania reserves the right to, at any time, and in its absolute discretion:
- a. verify the validity of Entries and Entrants (including an Entrant's identity, age, and place of residence). In the event that suitable proof cannot be provided to verify the validity of the Entry and Entrants, the prize will be forfeited in whole, and no substitute will be offered; and
 - b. disqualify any Entrant who submits an Entry that is not in accordance with these Terms and Conditions (or any other content guidelines notified by Tourism Tasmania during the Entry process for the Competition) or who interferes or tampers with the Entry process or if the Entrant is engaged in any unlawful or other misconduct calculated to jeopardise the fair and proper conduct of the Competition. Tourism Tasmania's legal rights to recover damages or other compensation from such an Entrant are reserved.
- 2.8 Despite anything to the contrary in these Terms and Conditions, errors and omissions may be accepted at Tourism Tasmania's complete discretion. Failure by Tourism Tasmania to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 2.9 Any costs associated with entering this Competition are the responsibility of each Entrant.
- 2.10 Tourism Tasmania accepts no responsibility for late, lost or misdirected Entries or other communications. Entries will be deemed void if forged, manipulated or tampered with in any way. Incomplete, indecipherable, or illegible Entries will also be deemed invalid and will not be included in the Competition. Tourism Tasmania cannot accept responsibility for any entry not received. Tourism Tasmania assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches.

3 Prizes

- 3.1 If a Winner (for whatever reason) is unable to take the Prize, then the Prize will be forfeited and cash will not be rewarded in lieu of the Prize. The Prize must be taken as stated and no compensation will be paid if a Winner is unable to use the Prize.
- 3.2 Prize values are GST inclusive and based upon the recommended retail prices as provided by the suppliers and are correct at the time of printing (inclusive of GST).
- 3.3 The Winner must be ready, willing and able to receive and/or participate in the Prize as required by these Terms and Conditions.
- 3.4 All applicable taxes (excluding GST) and surcharges and all additional and ancillary costs involved, including travel to and from the departure point to Tasmania, petrol, car hire, excess baggage, visas, valid passports,

spending money, meals, items of a personal nature, in-room charges (including but not limited to room service, telephone calls and internet usage), insurance and any applicable insurance excesses and any other ancillary costs not listed above are the responsibility of the Winner as incurred. Any additional charges from the accommodation must be settled prior to departure. Travel insurance is also not included. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.

- 3.5 The Winner must participate in the Prize personally.
- 3.6 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Tourism Tasmania (including its respective officers, employees and agents and Prize Suppliers) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any theft, unauthorised access or third party interference; (b) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Tourism Tasmania) due to any reason beyond the reasonable control of Tourism Tasmania; (c) any variation in prize value to that stated in these Terms and Conditions; (d) any tax liability incurred by a winner or entrant; or (e) taking/use of and/or participation in the Prize.
- 3.7 We may refuse to allow a winner to take part in any part of a Prize if we determine in our discretion that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the Prize. It is a condition of accepting the Prize that a winner may be required to sign a legal release as determined by us in our discretion prior to receiving the Prize. Prizes are not transferrable.
- 3.8 If any winner does not take or claim a Prize in the time specified by us at the time of notification, they forfeit the Prize and we are not obliged to substitute the Prize. If any part of a Prize is unavailable we may make a substitution of equal or greater value. No part of a Prize is exchangeable or redeemable for cash or any other prize by a winner. Any ancillary costs associated with redeeming or taking the Prize are not included. Any unused component or part of a Prize will not be awarded as cash.
- 3.9 We reserve the right to appoint a new winner if a Winner cannot be contacted within 48 hours or if the Prize cannot be redeemed by a Winner. This new winner will be appointed by conducting a second judging of the Entries, such judging to take place in the same manner and at the same premises as the initial judging on a date to be determined by Tourism Tasmania.
- 3.10 If there is a dispute about the conduct of the Competition (including the identity of a winner) the decision of Tourism Tasmania is final and binding on each entrant and no correspondence will be entered into.
- 3.11 If a Prize is provided by a third party (eg an event, travel, a voucher), it is subject to the terms and conditions of the third party, which prevail over these Terms to the extent of any inconsistency. We accept no responsibility or liability for any delay or failure by the third party to deliver the Prize, or otherwise concerning the Prize itself.

4 Privacy

- 4.1 We will deal with all personally identifying information you provide to us in accordance with our [Privacy Statement](#). In addition to collecting, storing and using your personal information in accordance with our Privacy Policy, we will also subscribe you to receive relevant communications from us when you enter the Competition. You can opt out of these by emailing us and asking to be removed or unsubscribed.
- 4.2 We may also need to use your personal information to provide you with your prize, and connect you with operators. You consent to your information being disclosed to those operators for this purpose.
- 4.3 By entering this Competition, you consent to us using and publishing (and authorising others to use and publish) each winner's name (where required), character, likeness, image, voice or anything else that identifies them for the purposes of marketing or promoting Tourism Tasmania, including for future similar competitions.

5 Intellectual Property

- 5.1 Intellectual Property (or IP) includes all unregistered rights in respect of copyright, designs, circuit layouts, trademarks, trade secrets, know-how, moral rights, confidential information, patents, inventions, discoveries and domain names. All rights, title and interests in and to the Intellectual Property in your Entry is assigned to Tourism Tasmania when you submit your Entry into the Competition. This is the case even if you do not receive a Prize.
- 5.2 You promise your Entry is based on your original ideas and that you have not copied anything from any third party. Your Entry must not be based on, or substantially reproduce: any other entry or idea which you have previously submitted in another competition, promotion, tender process, request for funding, application, assignment, exam or other assessment process for any educational institution; or anything which you have developed in the course of your employment. Your Entry must not infringe any third-party IP rights, or contain

confidential information which you do not have the right to include. We may communicate, publish, display and perform any part of your Entry (including IP) in any media, for any of our purposes.

- 5.3 If your Entry depicts another person, you need to have their permission before you submit the Entry, and you confirm they agree to have the Entry dealt with in accordance with these Terms, including the section on Privacy above. You (and anyone appearing in your Entry) consent to any act or omission that would otherwise infringe any moral rights.
- 5.4 If the Competition involves the publication of Entries on a website, we accept no responsibility or liability where an entrant's photos, images or other Entry are downloaded from the website by any persons, and for any matters after such download. We may, in our absolute discretion, edit, modify, delete, remove or take down any part of an Entry, or decline to publish any entry or portion of an entry for any reason whatsoever. We will not be liable for any Entries, to the extent permitted by law.

6 Acceptable behaviour

- 6.1 We do not tolerate behaviour which is: hurtful, offensive, discriminatory, obscene, derogatory, sexually explicit or pornographic, defamatory, bullying, trolling, illegal or violent. This includes harassment of any kind, displaying sexual images in public spaces, deliberate intimidation, stalking, following, photographing or audio/video recording without reasonable consent, sustained disruption of talks or other activities, inappropriate physical contact, and unwelcome sexual attention.
- 6.2 You must not use the Competition to publish or send malicious content (eg phishing, viruses) or spam (unsolicited commercial electronic communications). You may not use any sites related to the Competition for any unlawful purposes, fraud, or to conduct or promote illegal activities. Your Entry must not contain inappropriate, offensive or malicious material or code.

7 Liability and warranties

- 7.1 To the extent permitted by law, the Competition and associated services are provided on an "as is" basis, without any warranties, express or implied. Neither we nor our Affiliates make any representation about the completeness, security, reliability, quality, or availability of the Competition. To the extent permitted by law, neither us nor our Affiliates will be liable for damages of any kind (including under contract, tort or negligence), arising out of or in connection with the Competition or Prizes, including any direct, indirect, special, incidental, consequential or punitive damages (including personal injury, emotional distress, loss of revenue or profits, loss of use or goodwill, loss of data), even if such loss was foreseeable (**loss**). You enter the Competition, accept or participate in any Prizes, and engage with us, our Affiliates, and other participants and attendees, at your own risk.
- 7.2 It is a condition of accepting a Prize that a Winner may be required to sign a legal release as determined by the Promoter in its absolute discretion prior to receiving a Prize.
- 7.3 Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Tourism Tasmania (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
- 7.4 If the Competition is conducted or promoted via a social media site or third-party media channel, you acknowledge that the competition is not sponsored or endorsed or administered by that site or channel. You release the site or channel from all liability arising in respect of the Competition, to the extent permitted by law.

8 General

- 8.1 If you do not comply with these Terms, you may be disqualified. We reserve the right to add, withdraw, reschedule, vary or substitute Prizes.
- 8.2 We may cancel, stop, postpone or suspend the Competition at any time if an unforeseen incident occurs, which affects, or has the potential to affect, the safety, integrity or fairness of the Competition, or if the Competition is otherwise not able to be run as planned (including computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, or other technical failure or withdrawal by a Sponsor). If the Competition is cancelled, suspended or stopped partway through, we may, but are not obliged to, require the judges to select a winning Entry from those submitted at or before the Competition is to be stopped. We

reserve the right to change these Terms, or otherwise modify the Competition, at any time without prior notice in our sole discretion.

- 8.3 These Terms are governed by the laws of Tasmania. If any of these Terms are or become invalid, at our option, the relevant part is severed, and does not affect the validity of the remaining parts. Neither of us, nor you, is (nor can you represent yourself to be) an employee, partner, agent or other representative of the other. A waiver must be in writing and signed. We do not waive a right if we fail to or delay exercising it. References to time are to the time in Hobart, Tasmania in Australia. References to the singular include the plural and vice versa.
- 8.4 We accept no responsibility for any tax implications and you must seek your own independent financial advice about the tax implications relating to the Prize or acceptance of the Prize.
- 8.5 We reserve the right to validate and check the authenticity of Entries and your details (including an identity and age). If you cannot provide suitable proof to validate your Entry, you will forfeit the Prize in whole. We are not responsible for unsuitable, lost, deleted, late or misdirected entries. We are not responsible for technical difficulties with the entry mechanism and we cannot guarantee that the entry mechanism will be available at all times.
- 8.6 Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. Once submitted, entries cannot be altered or deleted. Incomplete or illegible entries will be deemed invalid.
- 8.7 We may disqualify any Entrant who tampers with any Entry (or Competition process), or who submits an entry which is not in accordance with these Terms or who the Promoter has reason to believe has breached any of these Terms, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.

9 Contact Details

Tourism Tasmania can be contacted at:

Email: trade@tourism.tas.gov.au