

## **SPIRIT OF TASMANIA TRIP GIVEAWAY**

### **Terms and conditions**

1. Information on how to enter and prizes form part of the Conditions of Entry. Entry into this competition deems acceptance of these Conditions of Entry. To the extent of any inconsistency between these Conditions of Entry and any other reference to this competition, these Conditions of Entry prevail.
2. Entry is open to anyone over the age of 18 except employees and immediate families of the Promoter, associated companies and agencies. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin. The Promoter is North Melbourne Football Club Ltd, 204 – 206 Arden Street, North Melbourne, Victoria, 3051 (ABN 21 006 468 962).
3. Entrants into this competition must be 18 years of age or older as at the date of entry.
4. Entrants may enter the competition by entering the required details on the designated competition page on the North Melbourne website, NMFC.com.au.
5. Entries must include all requested contact details to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries will be deemed invalid. All entries become the property of the Promoter and cannot be returned.
6. Entrants may only enter this competition once.
7. The competition commences 01/09/2014 at 10:01am AEST and closes 05/09/14 at 9.00am AEST. Entries must be received by the Promoter prior to the competition close date and time.
8. The winners will be the first three valid entries randomly drawn at the Promoter's premises on 08/09/14 at 10:00am AEST. The Promoter will ensure that all entries have an equal chance of winning the major prize.
9. The winner will be notified by phone and in writing within two business days.
10. The Promoter may conduct such further draws on 16/09/14 at the same time and place as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by phone and in writing.
11. Total prize value is \$2,478 (including GST and carbon surcharge), as at 27/06/2014. Three (3) winners will receive a return trip for two adults on Spirit of Tasmania. The prize includes:
  - Passenger Fares (including GST and carbon surcharge) for two adults travelling return between Melbourne and Devonport in a Twin Cabin on Spirit of Tasmania.
  - Vehicle carriage for one standard size vehicle
12. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their legal parent or guardian over the age of 18 at all times.
13. Prize is subject to availability at the time of booking and cannot be exchanged, transferred or redeemed for cash. Prize is valid for travel up until 31 October 2014. Travel restrictions and blackout

dates apply. Travel on public and school holidays is subject to availability. Winner must provide the Promoter with a minimum of 30 days advance notice of intention to travel. Bookings are subject to conditions and availability (including but not limited to capacity limitations and other restrictions).

14. Unless expressly stated in these Conditions of Entry all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs.

15. By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.

16. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination.

17. The Promoter (subject to any required state gaming agency approval) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

18. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur during the draw; whilst undertaking any travel won on or connected with their entry into the draw; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.

19. Any entrant found to be using any form of software or third party application to enter multiple times (including scripting software) will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

20. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

21. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

22. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

23. The Promoter highly recommends a current postal address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver the prize letter to the addresses provided by competition entrants. The Promoter cannot guarantee that the prize letter returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.

24. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

25. The Promoter reserves the right to redraw in the event of an entrant, claiming to be a winner, being unable to satisfy these Conditions of Entry.

26. The Promoter's decision in relation to any aspect of the competition is final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. The prize is subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. The prize letter will be sent to the winner's nominated address as stated in their original entry.

27. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. North Melbourne Football Club Ltd and TT-Line Company Pty Ltd and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners) and for related purposes which would reasonably be expected without your permission. For example, we may from time to time use your personal information to

provide you with information about products and services which we expect may be of interest to you. However, we do respect your right to direct us not to do this if and when any future communication is sent to you by the Promoter. We do not sell personal information to other organisations. We may disclose personal information to essential service providers who provide services in connection with our products and services. You may request access to your personal information by writing to North Melbourne Football Club, 204 – 206 Arden Street, North Melbourne, VIC, 3051.

28. In participating in the competition, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner (and their companions) agree to granting the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.

29. The prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

30. Nothing in these Conditions of Entry limit, exclude or modify or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the ASIC Act or the Competition and Consumer Act including the statutory consumer guarantees under the Australian Consumer Law or similar laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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.

31. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.