

## Kangaroo Island Sealink Terms and Conditions

### Promotion Details:

<b>Promotion:</b>	<b><i>The Bendigo Advertiser Kangaroo Island Sealink Competition</i></b>
<b>Promoter:</b>	<p>The Promoter is</p> <p>Regional Publishers Pty Limited (ABN 20 000014 700) of 1 Darling Island Road, Pyrmont NSW 2009 (Fairfax)</p> <p>Telephone number 03 53201263</p> <p>The Promoter is part of the Fairfax Media group of companies owned or controlled by Fairfax Media Limited (ACN 008 663 161) (Fairfax Group).</p>
<b>Promotion sponsor</b>	<p>SeaLink Travel Group (SeaLink)</p> <p>Entrant details will be shared with the promotion sponsor</p>
<b>Promotional Timings:</b>	<p><b>Start date:</b> April 28th, 2018 at 12:01 am AEST</p> <p><b>End date:</b> May 13th, 2018 at 9 am AEST</p> <p><b>Promotional Period:</b> from the Start Date until the End Date.</p>
<b>Entrants:</b>	<p>Entry is only open to Australian residents of Victoria who are 18 years and over</p> <p>Directors, employees and their Immediate Family Members of the Promoter, it's related bodies corporate and any agencies or companies associated with the Promoter or the Promotion are not eligible to enter. Immediate Family Member means any of the following: spouse, ex-spouse, de-facto 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.</p>
<b>Prize description</b>	<p>Prize description: Kangaroo Island Sealink Holiday</p> <p>Number of prizes / breakdown of prizes: 1</p> <p>Total value of prize(s): \$1250</p> <p>Breakdown of prize value:</p> <p>The prize includes:</p> <ul style="list-style-type: none"> <li>2 x Adult return ferry fares from Cape Jervis to Penneshaw (Kangaroo Island)</li> <li>1 x Standard vehicle (up to 5m in length) return from Cape Jervis to Penneshaw</li> <li>2 x night's accommodation at the Seaside Inn – including breakfast</li> <li>2 x Kangaroo Island Ocean Safari's (<a href="http://www.kangarooislandoceansafari.com.au">www.kangarooislandoceansafari.com.au</a>)</li> <li>Lunch and wine at Dudley Wines to the value of \$100 (<a href="http://www.dudleywines.com.au">www.dudleywines.com.au</a>)</li> </ul>

	<p>Excluded from the prize:  Travel to and from Cape Jervis</p> <p>Meals (other than breakfast and one lunch at Dudley Wines)</p>
<b>Type of promotion</b>	This promotion is a game of chance.
<b>How to enter</b>	<p>To enter, participants must:</p> <ul style="list-style-type: none"> <li>- Complete the entry form on the website - <a href="http://www.bendigoadvertiser.com.au">www.bendigoadvertiser.com.au</a></li> <li>- Include a photograph of their Mother, Guardian, Grandmother or significant female relative and a special Mother's Day message</li> <li>- Winner will be selected at random</li> </ul> <p>Entrants may enter as many times as they wish, however, only one prize will be allocated</p>
<b>Draw</b>	<p>The winner of a drawn prize will be determined by chance. The draw will take place at The Bendigo Advertiser, 67/71 Williamson St, Bendigo VIC 3550 on Monday, May 15th at 10am by random selection</p> <p>The first valid entry drawn will be the winner of the prize.</p> <p>All reasonable attempts will be made to contact the winner(s). If a prize remains unclaimed by a winner or unallocated for any reason by August 18th, 2018, the prize will be forfeited and no cash or other alternative will be offered to that winner. Subject to any direction or requirement under State legislation, unclaimed prize(s) will be redrawn in a second draw. The unclaimed prize redraw will take place at the Promoter's address at 9am on August 19th, 2018 by random draw.</p>
<b>Permit details</b>	Authorised under: Permit not required in Victoria
<b>Special conditions</b>	Prize is valid for travel up to March 31, 2019.

## **Detailed Terms:**

### **Entry into the Promotion**

1. The Promotion Details above and all Detailed Terms below form part of these Terms and Conditions. The Entrant agrees and acknowledges that they have read these Terms and Conditions
2. It is a condition of entry that all Terms and Conditions are accepted as final and the Entrant agrees to abide by these Terms and Conditions. Submission of an entry is deemed to be an acknowledgement by the Entrant that they have read these Terms and Conditions and accepted them.
3. Any capitalised terms used in these Terms and Conditions have the meaning given in the Promotion Details, unless stated otherwise.
4. The Promotion commences on the Start Date and runs for the Promotional Period ending on the End Date.
5. Valid entries by eligible Entrants will be accepted during the Promotional Period. No entries will be accepted after this time. 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. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion, social media platforms faulting or for any other reason.
6. Illegible, incomprehensible and incomplete entries will be deemed invalid. An entry that is made on behalf of another person will also be deemed invalid.
7. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, inflammatory, offensive or defamatory comments, or which breach any law or infringes any third party rights, including intellectual property rights.
8. The Promoter reserves the right to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter.
9. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details including the right to request proof of an entrant's identity, age and residency. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
10. The Promoter reserves the right to disqualify an Entrant or entries in the event of non-compliance with these Terms and Conditions. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
11. An Entrant who uses any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the Entrant to access the website or social media platform of entry via their internet service provider.
13. Should an Entrant's contact details change during the Promotion, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, power or technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

## **Prize**

15. The winner(s) will be notified by email together with further instructions on how to arrange the collection of their prize within 2 days of the winner(s) being determined.
16. Each prize will be awarded to the person named in the winning entry. If there is a dispute as to the identity of an Entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant or winner.
17. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, they forfeit the prize and the Promoter is not obliged to substitute the prize or provide a cash alternative.
18. The details of the prize(s) are set out in the Promotion Details. The value of the prize(s) is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the Start Date of the Promotion. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
19. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
20. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The Promoter and the third party prize supplier reserve the right to refuse to allow a winner to use or take part in any or all aspects of the prize, if either determine, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely use or participate in the prize.
21. If the prize consists of any gift cards of any third party supplier, the gift card(s) may not be redeemed or exchanged for cash, traveller's cheques, cash passports or any other form of currency, and will not be replaced or refunded if the gift card is lost or stolen
22. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
23. If a prize is provided to the Promoter by a third party supplier and/or is to be delivered directly to the winner(s), the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise. The terms and conditions which apply to a prize at the time it is issued to the winner will prevail over these Terms of Conditions, to the extent of any inconsistency.

## **Travel**

24. The following terms apply to the extent that the prize involves any travel:
  - i) The winner must finalise the prize booking within 12 weeks of the date that the winner is notified and all travel must be completed by March 31, 2019.
  - ii) Once a travel booking is confirmed, no changes will be allowed unless authorised by the Promoter in its sole discretion. The winner is responsible for any amendment fees issued by airlines or suppliers.
  - iii) The Promotion will have the sole discretion to choose the travel suppliers in relation to the fulfilment of the prize(s).
  - iv) Redemption of the prize is subject to availability on the dates chosen by the winner. The prize(s) may not be available for redemption during Christmas, school holiday and special event periods.
  - v) All expenses other than those specified as being part of the prize are the responsibility of the winner and if relevant, their travel companion(s).
  - vi) No compensation or alternative travel plans will be arranged if the winner and /or any travel companion(s) misses any part of their travel or fails to meet any check in requirements for any reason.
  - vii) In the event that an element of the prize is cancelled or postponed for any reason, the winner forfeits the specified element and no cash alternative offer will be granted in lieu of the part of the prize.

- viii) The winner can travel with one travel companion. The travel companion can be of any age, however, a companion under the age of 18 years must travel with their parent or legal guardian. The winner and travelling companion must travel at the same time, must depart from the same capital city airport and must stay at the same accommodation.
- ix) The winner must ensure that they and any travel companion has any necessary documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.
- x) A credit card imprint may be required from the winner as part of the travel arrangements or check-in procedures.
- xi) Frequent flyer or other programme partner points will not form part of the prize.
- xii) Comprehensive travel insurance is recommended for the winner and any travel companion. If the winner and/ or travel companion chooses not to purchase travel insurance they may be required to complete a travel insurance waiver form acknowledging that they understand the benefits of travel insurance but decline to take out a policy.
- xiii) All other expenses other than those expressly included in the prize are excluded and are the responsibility of the winner and any travel companion.
- xiv) All travel will be subject to the general conditions of carriage. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination or event. It is the responsibility of the Entrant and any travel companion to enquire about local issues and conditions at destinations or events before travel.

**Personal Information, marketing and publicity**

- 25. As part of the Promotion, the Promoter will collect Entrants' personal information. If the Entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Submission of an entry is deemed to be consent by the Entrant to the Promoter collecting their personal information.
- 26. The Promoter will use the personal information to enable an Entrant to participate in the Promotion.
- 27. The Promoter may disclose Entrants' personal information to third parties including its contractors and agents, prize suppliers, Promotion sponsors and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation.
- 28. The Fairfax Group may use Entrants' personal information for future marketing purposes regarding its products, including contacting the Entrant electronically.
- 29. If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an Entrant for marketing purposes if the Entrant has given their consent to be contacted by the Promotion Sponsor.
- 30. Personal information will be stored by the Promoter on a database controlled by the Fairfax Group or by a third party service provider of the Fairfax Group.
- 31. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
- 32. Further details on how the Fairfax Group will collect and use personal information is set out in the Fairfax Group privacy policy which is located at <http://www.fairfax.com.au/privacy.html>.
- 33. The Fairfax Group privacy policy contains information about how an Entrant may access, update and seek correction of the personal information the Fairfax Group holds about them and how an Entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.
- 34. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and the Fairfax Group may use any such marketing and editorial material without further reference or

compensation to them.

35. The winner agrees not to sell or otherwise provide their story and or photographs related to the Promotion or being a winner of the Promotion to any other media organisation.

#### **Intellectual property rights**

36. The following conditions apply where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (**Content**):
- i) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
  - ii) the Content must be the work of the individual submitting it;
  - iii) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
  - iv) before submitting the Content, Entrants must obtain consent from any person (or the parent or guardian of any person under 18 years) who appears in any content and from the owner(s) of any property that appears in the Content. Entrants must obtain any other permissions required for the submission of the Content;
  - v) each Entrant must warrant that the submission of the Content does not infringe the intellectual property rights of any third party. Entrants must warrant that the Content they are submitting is their own work and that they own the copyright for it;
  - vi) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
  - vii) the intellectual property rights in the Content submitted by the Entrant remains with the relevant Entrant and does not transfer to the Promoter. However, in consideration of the Promoter providing the Promotion, each Entrant grants a worldwide, irrevocable, perpetual licence to the Fairfax Group to use and reproduce any or all of the submitted Content including but not limited to in any of their publications, their websites and/or in any promotional material connected to this Promotion. The Entrant acknowledges that the Promoter is free to use the Content and to exercise its rights in relation thereto and the Entrant will not be entitled to any fee for such use; and
  - viii) the Entrant hereby consents to the Fairfax Group using their likeness, image and/or voice in the event that the Entrant is the winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by the Fairfax Group. The Entrant will not be entitled to any remuneration for such use.

#### **Use of social media**

37. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (**Platform Operator**):
- i) the Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
  - ii) the Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion; and
  - iii) to the extent relevant to the Promotion, Fairfax agrees and each Entrant must agree to adhere to the terms and conditions and promotions guidelines of each Platform Operator which are available to view online on their social media platforms.

#### **Limitation of liability**

38. Any guarantee or warranty given in relation to a prize is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
39. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal

injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting, taking part in or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

40. Neither the Promoter, nor any Promotion Sponsor or third party prize supplier, or their associated companies is responsible, to the extent permitted by law, for acts of god, acts of terrorism or war (declared or undeclared) or other events beyond their control which prevent awarding or acceptance of the prize in accordance with the prize description.
41. The Promoter accepts no responsibility for any tax implications of this Promotion and Entrants must seek their own independent financial advice in regards to their own personal circumstances and any tax implications relating to the prize or acceptance of the prize.
42. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

**Permits**

43. Permit is not required in Victoria