

### **Terms and Conditions of Entry for the "Discover the Northern Territory" (Promotion)**

1. Information on how to enter and prize information form part of these conditions of entry (**Conditions of Entry**).
2. Entry into the promotion is deemed acceptance of these Conditions of Entry.
3. The Promotion is a game of chance. Skill plays no part in determining the winners.
4. 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.
5. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
6. 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.
7. The Promoter is Tourism NT ABN 17 435 764 236 of Level 8 Charles Darwin Centre, 19 The Mall, Darwin NT 0800 (**Promoter**).

### **PROMOTION PERIOD**

8. The Promotion will commence at 00:01 AEST on **27/07/2020** and end at 11:59 AEST on **30/06/2021** (**Promotion Period**).

### **WHO CAN ENTER**

9. Entry in the Promotion is only open to Australian and New Zealand residents aged 18 years or older, who work within the travel industry as a booking agent (identification will be requested prior to acceptance of prizes) excluding:
  - (a) 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);
  - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 9(a) of these Conditions of Entry;
  - (c) 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(b) 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**

10. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:
  - (a) Register for the Tourism NT Trade Training Program found on <https://www.tourismnt.com.au/trade>, with full name, employer, work address including postcode, work email (no personal emails are accepted), work phone number, mobile, and complete the following each quarter:

- a. Launch (Aus) August 2020 – watch one webinar and complete at least two eLearning modules (includes a short quiz on topics discussed throughout the module) by 31 October 2020.
- b. Launch (NZ) November 2020 - watch one webinar and complete at least two eLearning modules (includes a short quiz on topics discussed throughout the module) by 31 January 2021.
- c. October 2020 webinar / module series (Aus only): watch one webinar and complete at least one eLearning modules (includes a short quiz on topics discussed throughout the module) by 31 January 2021.
- d. February 2021 webinar / module series (Aus / NZ): watch one webinar and complete at least one eLearning modules (includes a short quiz on topics discussed throughout the module) by 30 April 2021.
- e. May 2021 webinar / module series (Aus / NZ): watch one webinar and complete at least one eLearning modules (includes a short quiz on topics discussed throughout the module) by 30 June 2021.

11. Eligible Entrants may enter the Promotion once per prize during the Promotion only.

12. If an Eligible Entrant submits an entry which complies with these Conditions of Entry, they will receive email notification confirming that their entry is valid.

13. 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.

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

15. 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.

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

17. Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the entrant.

18. 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.

#### **VERIFICATION**

19. 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 by the Promoter, 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.

20. Entrants can only enter the Promotion in their own name.

#### **WINNER ASSESSMENT & PRIZE INFORMATION**

21. The draw of all Eligible Entries received during the Promotion Period will take place at Tourism NT, Level 29, 420 George Street, Sydney, NSW, 2000 (**Judging Location**) by at least two (2) representatives of

the Promoter from 13:00 AEST on

- a) Launch (Aus only) August 2020 - drawn 3 November 2020
- b) Launch (NZ only) November 2020 - drawn 2 February 2021
- c) October 2020 webinar / modules (Aus only) - drawn 2 February 2021
- d) February 2021 webinar / modules (Aus / NZ) - drawn 4 May 2021
- e) May 2021 webinar / module series (Aus / NZ) - drawn 6 July 2021(Judging).

22. During the Draw, Eligible Entries will be drawn at random, which has been submitted as part of the Eligible Entry in accordance with paragraph 10(b)(ii).

Launch (AUS and NZ) Two Eligible Australian Entrants and One Eligible New Zealand Entrant will win a Northern Territory Red Centre prize package for two, return economy flights for two from any major Australian city or major New Zealand city (for NZ prize only) to Ayers Rock Airport, return airport transfers (Ayers Rock Airport), 4 nights accommodation at Sails in the Desert Hotel including a daily breakfast in Yulara, A Night at the Field of Light dinner experience, Outback Sky Journeys - Astro Tour, a Dot painting workshop, a Sunrise Kata Tjuta Valley of the Winds Walk, Uluru Sacred Sites & Sunset with Aussie BBQ under the stars, Uluru and Kata Tjuta scenic helicopter flight, and a Sunrise Camel Ride, valued at over \$5,000 (AUD) (Prize). Spending money is not included. Prize must be taken by 30 June 2021. In the event that travel restrictions are in place at this date that prevent travel, the prize must be taken within 6 months of all travel restrictions being lifted in the jurisdictions between the Prize winner and the Promoter.

October 2020 webinar / modules (Aus only) - Two Eligible Australian Entrants will win a prize (options include smart watch / smart phone / Akubra hat / Northern Territory tourism product vouchers) to the value of up to \$1,000 (AUD) per prize.

February 2021 webinar / modules (Aus / NZ) - Two Eligible Australian Entrants and One Eligible New Zealand Entrant will win a prize (options include smart watch / smart phone / Akubra hat / Northern Territory tourism product vouchers) to the value of up to \$1,000 (AUD) per prize.

May 2021 webinar / module series (Aus / NZ) - Two Eligible Australian Entrants and One Eligible New Zealand Entrant will win a prize (options include smart watch / smart phone / Akubra hat / Northern Territory tourism product vouchers) to the value of up to \$1,000 (AUD) per prize.

**Commented [TQ1]:** What if they can't travel due to COVID-19 or any other unforeseen event?

## PRIZE CONDITIONS

23. The Prize, or components of the Prize, are not transferable or exchangeable and cannot be taken as cash.

24. In the event that for any reason the Prize winners do not take an element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be forfeited by the Prize winners.

25. The Prize winners must complete and sign all relevant waiver forms prior to receiving the prize.

26. 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**).

27. 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 honored.

28. Prize documentation will be delivered to the winning Eligible Entrant at the address communicated to the Promoter during verification of the Eligible Entrant.

29.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.

30.The Prize must be taken as offered and may not be varied.

31.The Promoter accepts no responsibility for any variation in the value of the Prize from the time of creating the Promotion materials.

32.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.

#### **NOTIFICATION OF PRIZE WINNERS**

33.The Prize winners will be:

- (a) notified by phone and in writing via email; and
- (b) advertised on the Promotion Website from
  - a. Launch (Aus only) August 2020 - 4 November 2020
  - b. Launch (NZ only) November 2020 - 3 February 2021
  - c. October 2020 webinar / modules (Aus only) – 3 February 2021
  - d. February 2021 webinar / modules (Aus / NZ) – 5 May 2021
  - e. May 2021 webinar / module series (Aus / NZ) - 7 July 2021

#### **GENERAL**

34.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. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.

35.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.

36.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.

37.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 referred to in paragraph 43(a),

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).

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

39. 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.

40. **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.

41. All database information obtained through the competition will remain with Tourism NT, Level 8 Charles Darwin Centre, 19 The Mall, Darwin NT 0800.

#### **PERSONAL INFORMATION**

42. Immediately upon submission by an entrant, their entry becomes the sole property of the Promoter.

43. All information entrants provide (**Personal Information**) will be used by the Promoter for the purpose of administering this Promotion and contacting and verifying the winners.

44. Should an entrant's Personal Information change during the Promotion Period, it is the entrant's responsibility to notify the Promoter by contacting the Promoter using the 'Contact Us' form on the Online Entry Site.

45. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

46. 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.

47. 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 the address highlighted in paragraph 7 or by electing to 'opt out' by using the 'opt out' function on any marketing materials received.

#### **PRIVACY POLICY**

48. Entrants may view the Promoter's privacy policy by visiting <https://northernterritory.com/find-out-more/privacy>. The privacy policy details how a privacy complaint can be made.

49. 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 laws.