

# Terms and Conditions of Entry for the "Become a Territory Expert and Discover the Northern Territory" (Promotion)

SA Licence number XXX

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 30/08/2021 and end at 11:59 AEST on 30/06/2022 (**Promotion Period**).

## Who can enter

9. Entry into the Promotion is open to any person who meets the requirements in these Conditions of Entry (**Entrants**).
10. 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 10(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,

The persons referred to in paragraph 10(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 Entrant in its absolute discretion.

## How to enter

11. To enter and be eligible to win, Entrants must, during the Promotion Period:

- (a) Be a registered member of the Tourism NT Trade Training Program. If not already a member, they must register on <https://trade.northernterritory.com/> (**Promotion Website**) 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:
  - (i) September 2021 Series - watch one live webinar and complete one eLearning modules (includes a short quiz on topics discussed throughout the module) by 31 October 2021.
  - (ii) November 2021 Series - watch one live webinar and complete one eLearning modules (includes a short quiz on topics discussed throughout the module) by 31 January 2022.
  - (iii) February 2022 Series - watch one live webinar and complete one eLearning modules (includes a short quiz on topics discussed throughout the module) by 30 April 2022.
  - (iv) May 2022 Series - watch one live webinar and complete one eLearning modules (includes a short quiz on topics discussed throughout the module) by 30 June 2022.

12. Entrants may enter the Promotion once per prize during the Promotion only.

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

14. 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. Entrants must submit their entries manually using an internet browser.

15. The Promoter has no control over communication networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

16. 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.

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

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

19. 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

20. If requested by the Promoter, 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.
21. Entrants can only enter the Promotion in their own name.
22. Entrants must submit an entry that complies with these Conditions of Entry in order to be eligible for selection (**Eligible Entries**).

### Winner assessment & prize information

23. 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) 2 November 2021 for September 2021 Series
  - (b) 1 February 2022 for November 2021 Series
  - (c) 3 May 2022 for February 2022 Series
  - (d) 5 July 2022 for May 2022 Series
24. During the Draw, Eligible Entries will be drawn at random, which has been submitted as part of the Eligible Entry in accordance with paragraph 11(a)(i) – (iv).
25. September 2021 Series– Two (2) winning Entrants will each receive one (1) Northern Territory prize package valued at up to \$5,000 (AUD) (**September Prize**), including up to \$1,000 (AUD) for return flights to the Northern Territory and up to \$4,000 (AUD) for Northern Territory tourism products. Flights will be booked by Tourism NT. One of the September Prize packages must be booked through a Tourism Top End Information Centre (Northern Territory tourism products only) and the other September Prize package must be booked through a Tourism Central Australia Visitor Information Centre (Northern Territory tourism products only). Tourism NT will distribute the September Prize to the winning Entrants at Tourism NT's sole and absolute discretion. Spending money is not included. The September Prize must be taken within twelve (12) months of the September Prize is awarded. In the event that travel restrictions are in place during this period that prevent travel to the Northern Territory, the September Prize must be taken within 6 months after all travel restrictions are lifted in the jurisdictions between the winning Entrants and the Promotor.
26. November 2021 Series– Two (2) winning Entrants will each receive one (1) Northern Territory prize package valued at up to \$5,000 (AUD) (**November Prize**), including up to \$1,000 (AUD) for return flights to the Northern Territory and up to \$4,000 (AUD) for Northern Territory tourism products. Flights will be booked by Tourism NT. One of the November Prize packages must be

booked through a Tourism Top End Information Centre (Northern Territory tourism products only) and the other November Prize package must be booked through a Tourism Central Australia Visitor Information Centre (Northern Territory tourism products only). Tourism NT will distribute the November Prize to the winning Entrants at Tourism NT's sole and absolute discretion. Spending money is not included. The November Prize must be taken within twelve (12) months of the November Prize is awarded. In the event that travel restrictions are in place during this period that prevent travel to the Northern Territory, the November Prize must be taken within 6 months after all travel restrictions are lifted in the jurisdictions between the winning Entrants and the Promotor.

27. November 2021 Series- Two (2) winning Entrants will each receive one (1) Northern Territory prize package valued at up to \$5,000 (AUD) (**February Prize**), including up to \$1,000 (AUD) for return flights to the Northern Territory and up to \$4,000 (AUD) for Northern Territory tourism products. Flights will be booked by Tourism NT. One of the February Prize packages must be booked through a Tourism Top End Information Centre (Northern Territory tourism products only) and the other February Prize package must be booked through a Tourism Central Australia Visitor Information Centre (Northern Territory tourism products only). Tourism NT will distribute the February Prize to the winning Entrants at Tourism NT's sole and absolute discretion. Spending money is not included. The February Prize must be taken within twelve (12) months of the February Prize is awarded. In the event that travel restrictions are in place during this period that prevent travel to the Northern Territory, the February Prize must be taken within 6 months after all travel restrictions are lifted in the jurisdictions between the winning Entrants and the Promotor.
28. May 2022 Series – Five (5) Entrants will each win a place on the NT Round Up Trade Event and Famil, valued at \$2,500 per person (AUD) (**May Prize**). NT Round Up will take place in September 2022. Flights to the Northern Territory, accommodation, activities and meals while in the Northern Territory are included. Spending money is not included. Winning Entrants must be able to confirm their availability within five (5) business days of draw.

(The September Prize, November Prize, February Prize and May Prize will collectively be referred to as "**Prize**" hereinafter.)

## Prize conditions

29. The Prize, or components of the Prize, are not transferable or exchangeable and cannot be taken as cash.
30. In the event that for any reason the winning Entrants 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 winning Entrants.
31. Each winning Entrant must complete and sign all relevant waiver forms prior to receiving their respective Prize.
32. Participation in the Prize is subject to, and acceptance of, such other terms and conditions as may be imposed by those involved in the provision of products and services included in the Prize. Each winning Entrant is required to agree to those terms and conditions at the time of claiming their respective Prize.
33. 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.

34. Prize documentation will be delivered to the winning Entrant at the address communicated to the Promoter during verification of the Entrant.
35. 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.
36. The Prize must be taken as offered and may not be varied.
37. The Promoter accepts no responsibility for any variation in the value of the Prize from the time of creating the Promotion materials.
38. If the Promoter is unable to provide the winning Entrants with the Prize or any element of the Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the Prize or any element thereof.
39. In the event that a winning Entrant is unable to be contacted or a winning Entrant is unable to take the Prize on the respective travel dates, the Promoter will retain the Prize for one (1) month from the date of the draw. If the Prize is not claimed within one (1) month of the date of the draw, the Promoter will redraw another winner for the unclaimed Prize. The redraw will take place at the Judging Location by at least two (2) representatives of the Promoter.

#### **Notifications of prize winners**

40. The winning Entrants will be:
  - (a) notified by phone and in writing via email; and
  - (b) advertised on the Promotion Website from
    - a. 3 November 2021 - September 2021 series
    - b. 2 February 2022 - November 2021 series
    - c. 4 May 2022 - February 2022 series
    - d. 6 July 2022 - May 2022 series

#### **General**

41. 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.
42. 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.

43. 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.
44. 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 44(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).
45. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.
46. The winning Entrants 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.
47. 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.
48. 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**

49. Immediately upon submission by an Entrant, their entry becomes the sole property of the Promoter.
50. All information Entrants provide (Personal Information) will be used by the Promoter for the purpose of administering this Promotion and contacting and verifying the winning Entrants.
51. 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 Promotion Website.
52. 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.
53. 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.

54. 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 through “Contact us” on the Promotion Website.

### **Privacy Policy**

55. 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.