

Terms and Conditions of Entry for the "NT Summer Sale 21/22 Trade Incentive Campaign" (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 01/10/2021 and end at 11:59 AEST on 31/03/2022 (**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 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. Make an eligible sale with the NT Summer Sale campaign through one of the campaign partners - Helloworld and Holidays of Australia, or any new partners identified during the campaign period, who have signed a Cooperative Marketing Agreement ("**Agreement**") with Tourism NT or is deemed to be an Affiliate Agent under the Agreement.
- b. Each eligible sale must meet the following criteria:
 - i. The booking must be made through one of our campaign partners: Holidays of Australia / NT Now or Helloworld / Viva Holidays.
 - ii. Travel must be booked within the campaign period from 1 October 2021 to 31 March 2022 or as defined in the Agreement.
 - iii. Travel departure must occur on or before 31 March 2022.
 - iv. Every traveller who is 18 years of age or older under the booking must provide a digital certificate or any other documentation issued by the Australian Government stating to the effect that the individual to whom the document is issued has received all required COVID-19 vaccinations.
 - v. The booking must be valued at a minimum of \$1,000 (inclusive of GST) which may include any bookable flight, accommodation, tour, attraction or hire vehicle inbound to, or from within the NT.
 - vi. The booking must have a minimum of 80% of its monetary values attributable to products or services that are obtained in the NT. For example: hotels located in the NT, travel tours that start and end in the NT, car rentals with pick up and drop off in the NT and flights to and from the NT.
- c. Intra-Territory travel by NT residents that satisfies paragraphs 11(b)(i) – 11(b)(vi) above are eligible with the exception that any interstate travel components for NT residents will be excluded for the purposes of paragraph 11(b)(v) above.

12. 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.

13. 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.

14. 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.
15. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
16. Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the Entrant.
17. 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

18. 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.
19. Entrants can only enter the Promotion in their own name.
20. 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

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 a representative of the Promoter under the supervision of an independent scrutineer from 13:00 AEST on:
 - (a) 30 November 2021 for October 2021 Prize
 - (b) 10 January 2022 for November 2021 Prize
 - (c) 31 January 2022 for December 2021 Prize
 - (d) 28 February 2022 for January 2022 Prize
 - (e) 31 March 2022 for February 2022 Prize
 - (f) 29 April 2022 for October 2021 to March 2022 Prize
22. During each draw, Eligible Entries will be drawn at random, which has been submitted as part of the Eligible Entry in accordance with paragraph 11.
23. October 2021 Prize - One (1) winning Entrant will receive one (1) Northern Territory prize package valued at up to \$5,000 (AUD) (**October Prize**), including a voucher valued at up to \$1,000 (AUD) for return flights to the Northern Territory and another voucher valued at up to \$4,000 (AUD) for Northern Territory tourism products. The October Prize package must be booked through either Tourism Top End Information Centre or Tourism Central Australia Visitor Information Centre, for Northern Territory tourism products only. The voucher for flights to the value of \$1,000 (AUD) will be issued by Qantas, Jetstar or Virgin, depending on the

destination in the Northern Territory (booking fees may be applicable). Spending money is not included. The October Prize must be booked on or before 10 June 2022 and taken within twelve (12) months of the October Prize being awarded. In the event that travel restrictions are in place during this period that prevent travel to the Northern Territory, the October Prize must be taken within 6 months after all travel restrictions are lifted in the jurisdictions between the winning Entrant and the Promoter.

24. November 2021 Prize - One (1) winning Entrant will receive one (1) Northern Territory prize package valued at up to \$5,000 (AUD) (**November Prize**), including a voucher valued at up to \$1,000 (AUD) for return flights to the Northern Territory and another voucher valued at up to \$4,000 (AUD) for Northern Territory tourism products. The November Prize package must be booked through either Tourism Top End Information Centre or Tourism Central Australia Visitor Information Centre, for Northern Territory tourism products only. The voucher for flights to the value of \$1,000 (AUD) will be issued by Qantas, Jetstar or Virgin, depending on the destination in the Northern Territory (booking fees may be applicable). Spending money is not included. The November Prize must be booked on or before 10 June 2022 and taken within twelve (12) months of the November Prize being 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 Entrant and the Promoter.
25. December 2021 Prize - One (1) winning Entrant will receive one (1) Northern Territory prize package valued at up to \$5,000 (AUD) (**December Prize**), including a voucher valued at up to \$1,000 (AUD) for return flights to the Northern Territory and another voucher valued at up to \$4,000 (AUD) for Northern Territory tourism products. The December Prize package must be booked through either Tourism Top End Information Centre or Tourism Central Australia Visitor Information Centre, for Northern Territory tourism products only. The voucher for flights to the value of \$1,000 (AUD) will be issued by Qantas, Jetstar or Virgin, depending on the destination in the Northern Territory (booking fees may be applicable). Spending money is not included. The December Prize must be booked on or before 10 June 2022 and taken within twelve (12) months of the December Prize being awarded. In the event that travel restrictions are in place during this period that prevent travel to the Northern Territory, the December Prize must be taken within 6 months after all travel restrictions are lifted in the jurisdictions between the winning Entrant and the Promoter.
26. January 2022 Prize - One (1) winning Entrant will receive one (1) Northern Territory prize package valued at up to \$5,000 (AUD) (**January Prize**), including a voucher valued at up to \$1,000 (AUD) for return flights to the Northern Territory and another voucher valued at up to \$4,000 (AUD) for Northern Territory tourism products. The January Prize package must be booked through either Tourism Top End Information Centre or Tourism Central Australia Visitor Information Centre, for Northern Territory tourism products only. The vouchers for flights to the value of \$1,000 (AUD) will be issued by Qantas, Jetstar or Virgin, depending on the destination in the Northern Territory (booking fees may be applicable). Spending money is not included. The January Prize must be booked on or before 10 June 2022 and taken within twelve (12) months of the January Prize being awarded. In the event that travel restrictions are in place during this period that prevent travel to the Northern Territory, the January Prize must be taken within 6 months after all travel restrictions are lifted in the jurisdictions between the winning Entrant and the Promoter.

27. February 2022 Prize - One (1) winning Entrant will receive one (1) Northern Territory prize package valued at up to \$5,000 (AUD) (**February Prize**), including a voucher valued at up to \$1,000 (AUD) for return flights to the Northern Territory and another voucher valued at up to \$4,000 (AUD) for Northern Territory tourism products. The February Prize package must be booked through either Tourism Top End Information Centre or Tourism Central Australia Visitor Information Centre, for Northern Territory tourism products only. The voucher for flights to the value of \$1,000 (AUD) will be issued by Qantas, Jetstar or Virgin, depending on the destination in the Northern Territory (booking fees may be applicable). Spending money is not included. The February Prize must be booked on or before 10 June 2022 and taken within twelve (12) months of the February Prize being 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 Entrant and the Promoter.
28. October 2021 – Mar 2022 Prize: Ten (10) winning Entrants will each receive one (1) Northern Territory prize package valued at up to \$5,000 (AUD) (**Oct - Mar Prize**), including a voucher valued at up to \$1,000 (AUD) for return flights to the Northern Territory and another voucher valued at up to \$4,000 (AUD) for Northern Territory tourism products. The Oct - Mar Prize packages must be booked through either Tourism Top End Information Centre or Tourism Central Australia Visitor Information Centre for Northern Territory tourism products only. The voucher for flights to the value of \$1,000 (AUD) will be issued by Qantas, Jetstar or Virgin, depending on the destination in the Northern Territory (booking fees may be applicable). Tourism NT will distribute the Oct – Mar Prize to the winning Entrants at Tourism NT’s sole and absolute discretion. Spending money is not included. The Oct - Mar Prize must be booked on or before 10 June 2022 and taken within twelve (12) months of the Oct - Mar Prize being awarded. In the event that travel restrictions are in place during this period that prevent travel to the Northern Territory, the Oct - Mar Prize must be taken within 6 months after all travel restrictions are lifted in the jurisdictions between the winning Entrants and the Promoter.

(The October Prize, November Prize, December Prize, January Prize, February Prize and October – March 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. The Prize must be used in one transaction for flights and one transaction for the NT tourism products.
31. 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.
32. Each winning Entrant must complete and sign all relevant waiver forms prior to receiving their respective Prize.
33. 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.

34. 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 honoured.
35. Prize documentation will be delivered to the winning Entrant at the address communicated to the Promoter during verification of the Entrant.
36. 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.
37. The Prize must be taken as offered and may not be varied.
38. The Promoter accepts no responsibility for any variation in the value of the Prize from the time of creating the Promotion materials.
39. 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.
40. 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.
41. The redraw will take place at the Judging Location by a representative of the Promoter under the supervision of an independent scrutineer from 13:00 AEST on:
 - a. 10 January 2022 for October 2021 Prize
 - b. 10 February 2022 for November 2021 Prize
 - c. 28 February 2022 for December 2021 Prize
 - d. 28 March 2022 for January 2022 Prize
 - e. 29 April 2022 for February 2022 Prize
 - f. 27 May 2022 for October 2021 to March 2022 Prize

Notifications of prize winners

42. The winning Entrants will be:
 - (a) notified by phone and in writing via email; and
 - (b) advertised on the Promotion Website from
 - a. 1 December 2021 for the October 2021 Prize
 - b. 11 January 2022 for the November 2021 Prize
 - c. 3 February 2022 for the December 2021 Prize
 - d. 1 March 2022 for the January 2022 Prize
 - e. 1 April 2022 for the February 2022 Prize

f. 3 May 2022 for the October 2021 - March 2022 Prize

43. If a redraw takes place, the winning Entrants will be:

- (a) notified by phone and in writing via email; and
- (b) advertised on the Promotion Website from
 - a. 11 January 2022 for October 2021 Prize
 - b. 11 February 2022 for November 2021 Prize
 - c. 1 March 2022 for December 2021 Prize
 - d. 29 March 2022 for January 2022 Prize
 - e. 29 April 2022 for February 2022 Prize
 - f. 27 May 2022 for October 2021 to March 2022 Prize

General

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

49. 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.
50. 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.
51. 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

52. Immediately upon submission by an Entrant, their entry becomes the sole property of the Promoter.
53. 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.
54. 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.
55. 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.
56. 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.
57. 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

58. 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.