

Terms and Conditions

- 1) Entry into the Competition is deemed acceptance of these Terms and Conditions. Entry instructions and prize information form part of these Terms and Conditions.
- 2) For the purpose of these Terms and Conditions, the promoter is Tourism Tasmania of Level 3, 15 Murray Street, Hobart 7000 (ABN: 58 800 480 938) ("**Tourism Tasmania**").

Duration

- 3) The Competition commences at 11.00am AEST on **28Nov2023** and ends at **05:00pm AEST on 01Dec2023**. ("**Competition Period**"). Entries received outside of the Competition Period will not be accepted by Tourism Tasmania and will be deemed to be invalid.
- 4) The time of entry will be deemed to be the time the entry is received by Tourism Tasmania and not the time of transmission by the Entrant.

Eligibility to Enter

- 5) Entry is open to entrants who are:
 - a. currently qualified Tassie Specialists who are Australian or New Zealand residents or
 - b. subscribed key distribution partners with Tourism Tasmania and based in Australia or New Zealand
 - c. 18 years or older;
 - d. living in Australia or New Zealand only (and not living in Tasmania);
 - e. Domestic sellers, inbound tour operators, or wholesalers and are able to promote and sell Tasmania as a destination.
- 6) Students and other Tassie Specialists who do not directly generate bookings to Tasmania are ineligible to enter.
- 7) Tassie Specialists must have attended the live webinar and successfully completed the quiz which followed.
- 8) Directors, management, officers, employees and contractors of Tourism Tasmania and associated agencies, retailers, suppliers and companies, and their immediate families are ineligible to enter this Competition. For the purposes of this clause, "immediate families" includes his or her spouse, ex-spouse, de facto spouse, child, step child, adopted child, parent, step-parent, grandparent, uncle, aunt, siblings, step-siblings, or first cousin, whether or not they live in the same household as the director, manager, officer, employee or contractor.

Entry into the Competition

- 9) Only one entry is permitted per Entrant.
- 10) To enter the Competition, Entrants must follow the entry instructions and comply with all other applicable requirements during the Competition Period. Entries must be submitted in accordance with the entry instructions and will not be accepted in any other form.
- 11) An Entrant's Entry must not be late, incomplete or incomprehensible or contain any content that infringes the rights (including intellectual property rights) of any person or is unlawful, obscene, offensive, indecent, defamatory, discriminatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or otherwise objectionable

or inappropriate (which includes, without limitation, any content involving excessive violence, malice or swearing), capable of encouraging conduct that would be considered a criminal offence, capable of violating any law or giving rise to any civil liability.

- 12) Once submitted, withdrawal of an Entry will not be permitted.
- 13) Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
- 14) An Entrant's Entry must be at the time of entry be true, complete and correct and submitted on the condition that it be used by Tourism Tasmania for the drawing of this competition and for future correspondence related to Tourism Tasmania and the Tassie Specialist program including but not limited to tourism updates, events and future competitions.
- 15) Tourism Tasmania reserves the right to, at any time, and in its absolute discretion:
 - a. verify the validity of Entries and Entrants (including an Entrant's identity, age, and place of residence). In the event that suitable proof cannot be provided to verify the validity of the Entry and Entrants, the prize will be forfeited in whole, and no substitute will be offered; and
 - b. disqualify any Entrant who submits an Entry that is not in accordance with these Terms and Conditions (or any other content guidelines notified by Tourism Tasmania during the Entry process for the Competition) or who interferes or tampers with the Entry process or if the Entrant is engaged in any unlawful or other misconduct calculated to jeopardise the fair and proper conduct of the Competition. Tourism Tasmania's legal rights to recover damages or other compensation from such an Entrant are reserved.
- 16) Despite anything to the contrary in these Terms and Conditions, errors and omissions may be accepted at Tourism Tasmania's complete discretion. Failure by Tourism Tasmania to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 17) Any costs associated with entering this Competition are the responsibility of each Entrant.
- 18) Tourism Tasmania accepts no responsibility for late, lost or misdirected Entries or other communications. Entries will be deemed void if forged, manipulated or tampered with in any way. Incomplete, indecipherable, or illegible Entries will also be deemed invalid and will not be included in the Competition. Tourism Tasmania cannot accept responsibility for any entry not received. Tourism Tasmania assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches.

Drawing the Winner

- 19) Judging of all valid Entries received within the Competition Period will be conducted by a panel of judges at Tourism Tasmania's head office at Level 3, 15 Murray Street, Hobart. 7000 5pm AEST 04Dec2023 ("**Winner**").
- 20) The Winner will be selected from entrants who have successfully attended the live webinar

- 21) This Competition is a trade promotion.
- 22) Tourism Tasmania's decision in relation to any or all aspects of this Competition is at its complete discretion, final and binding on all persons who enter into this Competition and no correspondence will be entered into.

Prize Information

- 23) There will be up to thirty six (36) winners who will receive one prize each. The prizes and value are identified at clause 25.
- 24) The Winners will receive prizes valued between AU\$36 to AU\$90 and will include:
 - a. Taste of Tassie condiments (valued at AU\$36 each – up to 12 to be distributed)
 - b. The Triple Teat Tipple (valued at AU\$40 each – up to 12 to be distributed)
 - c. Bottle of Christmas Gin (valued at \$90 each – up to 12 to be distributed)Collectively, ("**Prize**")
- 25) The value of the Prize pool in total is AUD**\$1,992** and is non-redeemable for cash, non-exchangeable and non-transferable.
- 26) If a Winner (for whatever reason) is unable to take the Prize, then the Prize will be forfeited and cash will not be rewarded in lieu of the Prize.
- 27) Prize values are GST inclusive and based upon the recommended retail prices as provided by the suppliers and are correct at the time of printing (inclusive of GST).
- 28) The Prize must be taken as stated and no compensation will be paid if a Winner is unable to use the Prize.
- 29) The Winner must be ready, willing and able to receive and/or participate in the Prize as required by these Terms and Conditions.
- 30) The Winner will need to provide their address so that the prize can be sent to them.
- 31) All applicable taxes (excluding GST) and surcharges and all additional and ancillary costs involved, including travel to and from the departure point to Tasmania, petrol, car hire, excess baggage, visas, valid passports, spending money, meals, items of a personal nature, in-room charges (including but not limited to room service, telephone calls and internet usage), insurance and any applicable insurance excesses and any other ancillary costs not listed above are the responsibility of the Winner as incurred. Any additional charges from the accommodation must be settled prior to departure. Travel insurance is also not included. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
- 32) The Winner must participate in the Prize personally.

- 33) Tourism Tasmania and its representatives will not be liable for any damage to or delay in transit of the Prize or an element of it.
- 34) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Tourism Tasmania (including its respective officers, employees and agents and Prize Suppliers) is not responsible for and 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: (a) any theft, unauthorised access or third party interference; (b) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Tourism Tasmania) due to any reason beyond the reasonable control of Tourism Tasmania; (c) any variation in prize value to that stated in these Terms and Conditions; (d) any tax liability incurred by a winner or entrant; or (e) taking/use of and/or participation in the Prize.

Notification of Winners

- 35) The Winner will be notified via email or telephone by **06Dec2023** of their success and will be directed to email Tourism Tasmania (ABN 58 800 480 938) ("**Tourism Tasmania**") with any details required to deliver the Prize.
- 36) Tourism Tasmania will take no responsibility if a Winner's details are incorrect or incomplete and the Winner cannot be contacted.
- 37) Tourism Tasmania reserves the right to appoint a new winner if a Winner cannot be contacted within 48 hours or if the Prize cannot be redeemed by a Winner. This new winner will be appointed by conducting a second judging of the Entries, such judging to take place in the same manner and at the same premises as the initial judging on a date to be determined by Tourism Tasmania.

Privacy

- 38) Tourism Tasmania will collect Entrants' personal information in order to conduct the Competition and also in order to conduct advertisements, publications, media statements and other promotional material associated with the Competition. If the information requested is not provided, the Entrant may not participate in the Competition. The collection, use and disclosure of personal information provided in connection with this Competition is governed by Tourism Tasmania's privacy policy, available at <https://www.discovertasmania.com.au/privacy-policy/>
- 39) By entering the Competition, the Entrant consents to receipt of information (including via post and email) regarding the Competition and other emails or Tassie Specialist communications which include but are not limited to Tassie Specialist activity, events, Tasmanian tourism product and attraction updates, competitions and other related information. As outlined on the Tassie Trade website (<https://tassietrade.com.au/specialist>), Tourism Tasmania will provide the Entrant with this information for an indefinite period unless and until advised otherwise by the Entrant.
- 40) The Winner also consents to their personal information being disclosed to operators of tourism services in Tasmania for the purposes of receiving communications from operators who provide services in Tasmania. You will be able to unsubscribe at any time.

Additional Terms

- 41) Except for any liability which cannot be excluded by law, Tourism Tasmania and its associated companies are not responsible for and exclude 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:
- a) any problems or technical malfunction (whether or not under Tourism Tasmania's control) of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to Entrants or any other person's property related to or resulting from participation in this Competition;
 - b) any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Competition, or by any technical error that may occur in the course of this Competition;
 - c) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or third part interference or unauthorised access to or alteration of entries or entrants details;
 - d) any Entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by Tourism Tasmania);
 - e) any tax liability incurred by a Winner or Entrant (independent financial advice should be sought);
 - f) participation in this Competition; or
 - g) cancellation of this Competition.
- 42) This Competition, or any aspect of it, may be changed or withdrawn by Tourism Tasmania at any time without prior notification. In the event of any dispute, Tourism Tasmania will be the sole arbitrator and its decision will be final (subject to any laws that may apply).
- 43) Any attempt to deliberately damage Tourism Tasmania's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, Tourism Tasmania reserves the right to seek damages to the fullest extent permitted by law. If Tourism Tasmania suffers loss or incurs any costs in connection with any breach of these conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify Tourism Tasmania for those losses, damages and costs.
- 44) These Terms and Conditions are governed by, and are to be construed in accordance with, the laws enforceable in Tasmania, Australia. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in Tasmania, Australia and any court hearing appeals from those courts.
- 45) These Terms and Conditions embody the entire agreement between Tourism Tasmania and each Entrant with respect to this Competition.
- 46) Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be

valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

47) Tourism Tasmania can be contacted at:

Email: trade@tourism.tas.gov.au

Phone: 61 436452166