

## Conditions of entry: Tourism Whitsundays Facebook & Twitter Fan Page Promotion

**1. The promoter is** Tourism Whitsundays ACN 574179504 of 1/5 Carlo Drive, Cannonvale Queensland Australia 4802 ("Tourism Whitsundays").

**2. Method of entry:** Entrants agree to be bound by these terms and conditions. To enter, entrants must correctly answer the question given in the specified time frame. All correct answers will be entered into a random draw.

Entrants may submit more than one answer, but only the correct answer will be entered into the draw. Multiple entries are not required. An entrant may only win one of the prizes on offer throughout the promotion period.

In the event that the daily question is a game of skill, the winner will be chosen by a panel of judges from Tourism Whitsundays and the judges' decision will be final.

**3. Prizes:** There are 12 prizes in total, varying from \$30 - \$2160 in value. Flights & accommodation to the Whitsundays are the responsibility of the winner, unless specifically stated as inclusions. Tourism Whitsundays takes no responsibility for any variation in prize values. Any taxes which may be payable as a consequence of a winner receiving the prize are the sole responsibility of that winner. Prizes are non-transferable and may not be redeemed for cash. If the specified prize becomes unavailable due to unforeseen circumstances, Tourism Whitsundays may substitute a prize of similar nature and/or like or greater value.

**4. Competition duration:** The competition commences on Thursday 15 July, 2010 and closes at 11am (AEST) on Friday 30 July, 2010. ("Closure Time"). Entries received after the Closure Time will not be eligible.

**5. Eligibility limitations:** Contestants under the age of 18 require parent/guardian permission to enter. The following persons are ineligible to enter:

- i. employees of, or contractors to, Tourism Whitsundays.
- ii. the spouse, de facto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), of such employees and contractors (whether or not they live in the same household);
- iii. Contestants who have used or attempted to use any more than one name in order to qualify to win any contest run by the Promoter except in the case of a legal change of name.

All Contestants acknowledge that even if the Promoter only learns of a person's ineligibility after the Promoter has appeared to award the prize to the ineligible person, it may require the return of the prize or payment of its value to the Promoter to be dealt with as an unclaimed prize.

**6. Prize Draw:** The winning contestants must supply the correct answer and will be selected by random draw each day. Judges decision is final and no correspondence will be entered into. Winner's names may be published on Tourism Whitsundays Facebook Fan Page & Twitter. All Contestants acknowledge that the Promoter has the right to publicise and publish his / her name, character and likeness. All contest winners must avail themselves for a photo if required by the Promoter and acknowledge that the Promoter has the right to utilise publicity photos in any reasonable manner it sees fit without compensation to the Contestant.

**7. Prize collection:** Prizes will be posted, if the winner is not able to claim in person at the offices of Tourism Whitsundays. ID that includes a photograph may be required. Upon request by the Promoter a copy of the general contest rules and/or a signed receipt and acknowledgement must be signed and endorsed by any winner to indicate his/her understanding and acceptance of these terms. It is the sole responsibility of the winner to claim their prize. If the prize remains unclaimed 20 days after notification has been sent to the winner, it will be redrawn by random draw in an unclaimed prize draw.

**8. Promoter's limitation of liability:** The Promoter is not responsible for the loss of prizes due to incorrect or imprecise delivery details provided by a winner. The Promoter also takes no responsibility for prizes lost or stolen after they have been released for delivery via postage or courier. The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained to personal property and including, but not limited to consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to the prize winner(s) and, where applicable, to any persons accompanying the winners.

**8. Entries and privacy:** All entries become and remain the property of the Promoter (subject to the terms contained in these Conditions and the Promoter's Privacy Policy) and will be used only for the purposes of conducting and promoting the Competition (including but not limited to determining and notifying the winner). All entries become the property of the Promoter and will be used only for competition purposes. Under the Privacy Act the names and addresses of all entrants in this competition will not be shared or distributed to other parties unless specified.

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