

TERMS AND CONDITIONS - #TASSIESPRINGBREAK PROMOTION

1. Information on how to enter the '#TASSIESPRINGBREAK Promotion' ('**Promotion**') forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these Terms and Conditions ('**Terms and Conditions**').
2. Entry is only open to Australian residents aged 18 years or over.
3. 'Participant' means 'Entrant' and are interchangeable.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
5. The Promotion commences at 8.00am AEST on 1 September 2017 and ends at 11:59pm AEDT on 6 November 2017 ("**Promotional Period**").
6. Entry into the competition may be submitted through the following social media platform, in accordance to timeframes and other requirements: An entry can be made through **Instagram** by:
 1. following @TasmaniasNorthWest
 2. posting a photo or video on the entrant's personal Instagram account (which must not be a private account)
 3. The post must include a description of how the image reflects the entrant's 'Tassie Spring Break', and the hashtag #TassieSpringBreak in the caption
 4. The post must be photographed in Tasmania's North West, West Coast, and or King Island, and
 5. The post must be the entrant's original work, and
 6. The post must be a new post on Instagram on or after 8am AEDST 1 September 2017. Posts prior to this date cannot be retrospectively tagged with the #hashtag #TassieSpringBreak.
7. The definition of #TassieSpringBreak is up to each individual and may include details on what makes a feeling, experience, personal connection, humorous anecdote, etc, distinctly Tasmanian.
8. An Entry posted to any other social media platform using #TassieSpringBreak are not valid and will not be included in final judging.
9. By submitting an Entry, each entrant accepts the Terms of Service of Instagram (as the case may be), which can be found at the <https://instagram.com/about/legal/terms/> URL.
10. By entering into this Promotion, the entrant confirms and warrants the following:
 - a. Each Entry that is submitted is the entrant's original work and does not infringe any copyright or any other rights of any third party, including but not limited to, copyright, trademarks, trade secrets, privacy, publicity, personal or proprietary rights;
 - b. All required permissions regarding the Entry, have been obtained by the entrant and that the images presented within the Entry may be lawfully used for the purposes of this Competition;
 - c. Ensured that any person or persons whose image or likeness has been used in the Entry has given valid consent for the use of their image or has waived any rights they may have in the images. Failure to adequately demonstrate this consent to the satisfaction of the Promoter may result in the entrant's disqualification from the Competition and forfeiture of the Prize;
 - d. The Promoter (and the application and third-party hosting provider used by Promoter to run this Competition) will not become liable for any copyright infringement or other unlawful conduct arising from the Entry or publication of the Entry or acts or omissions of the entrant;
 - e. The Entry does not violate any applicable law or regulation (including but not limited to any laws regarding anti-discrimination or false advertising);

- f. The Entry is not offensive, illegal, obscene or pornographic;
 - g. The Entry does not contain viruses or other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate, any system, data or personal information; and
 - h. Declares the y are not an employee (or immediate family member) of the Promoter and/or agency associated with the promotion (as per Clause 4).
11. Incomplete or indecipherable entries will be deemed invalid and rejected. The Promoter in its absolute discretion, reserves the right to disqualify any entry that it reasonably believes is prohibited by these Terms and Conditions of Entry, any relevant law, or is otherwise deemed inappropriate. Entries that are considered unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, and racially offensive, contain objectionable content or are otherwise inappropriate will be deemed invalid and rejected. The Promoter, in its absolute discretion, reserves the right to notify relevant authorities including law enforcement agencies and provide them with the objectionable entry and the entrant's personal information.
12. Eligible entrants are permitted to enter as many times as they like but each Entry must be in accordance with the Terms and Conditions.
13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant and request the winner provide proof of identity, and/or proof of entry validity to claim the Prize. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
15. The promoter reserves the right to determine suitable proof of identity and/or proof of entry validity.
16. The Promoter accepts no responsibility for any late, lost or misdirected entries not received by the Promoter or delays in the delivery due to technical disruptions, network congestion or for any other reason.
17. This is a game of skill and chance plays no part in determining the winners. Each Entry will be individually judged based on its creative and/or original merit. Judges will be selected by the Promoter in its absolute discretion.
18. The Promoter will endeavour to contact the Minor Prize and Major Prize winners using the details provided by the entrant within two (2) business days of the selection, and their name will be published online on the Tasmania's North-West Instagram page from 2 October. In the event the winners cannot be contacted within two (2) business days of the selection, or cannot accept a Major Prize, the Major Prize will be forfeited by that winner and the next best judged entry will be awarded the Major Prize and so on until a valid winner is found who is able to accept the Major Prize. The prize cannot be transferred to another person unless agreed by the Promoter.
19. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Promotion result.
20. The three winning valid entries as determined by the Promoter will each win one of the three Prizes. There are two (2) minor prizes, and one (1) major prize, (the Major Prize).
- a. Minor Prize 1 (to the value of \$200)
 - i. A day pass for two people (including the slide), and lunch for two (2) at the Tarkine Forest value? Adventures, Dismal Swamp;

- ii. A family pass to the Stanley Seaquarium (2 adults and up to 4 children); and
 - iii. A family pass to the Wings Wildlife Park (2 adults & 3 children (3 – 14years) valid until 31 December 2018.
- b. Minor Prize 2 (to the value of \$230)
- i. A double pass entry to the Emu Valley Rhododendron Garden, and Devonshire tea for two (2);
 - ii. Selection of Hills Farm Preserves (selection of premium products to the value of \$100);
 - iii. An 8-pack fresh fudge, including an exclusive fudge knife, from Fudge n Good Coffee, Sheffield; and
 - iv. Chocolate Hamper (value of \$100) from Anvers Confectionery Pty Ltd.
- c. Major Prize (value in excess of \$3,000)
- i. Spirit of Tasmania return voyages from Melbourne, Australia (subject to clause 22 excluded for residents of Tasmania). This offer has the following restrictions:
 - I. This offer is valid for 12 months, until 10 November 2018.
 - II. Travel cannot be undertaken during the following periods: 04 Dec 17 – 16 Feb 18 and 19 Mar 18 – 15 Apr 18.
 - III. The trip includes:
 - o Travel for on board Spirit of Tasmania's Devonport-Melbourne service.
 - o Prize is for two passengers travelling return in a Porthole Cabin* including carriage for one standard vehicle.
 - o Prize is valid from 30 September 2017 to 30 September 2018.
 - o Prize is not valid for travel between 4 December 2017 to 16 February 2018 and 19 March to 15 April 2017.
 - o Travel on public holidays is subject to availability.
 - o Meals, beverages, travel to/from the terminal, spending money and all other ancillary costs are not included.
 - o Prize is subject to availability and operation of Spirit of Tasmania.
 - o Prize is non-transferable and cannot be redeemed as cash.
 - o Prize cannot be used in conjunction with any other offer.
 - o Total prize is valued up to \$1,500 (including GST).
 - o *Porthole cabin is subject to availability on Spirit of Tasmania.
 - ii. Chocolate Hamper (value of \$100) from Anvers Confectionery Pty Ltd;
 - iii. Relaxation for two (2) Package at the Quiet Cone. Take time out with a friend, partner or family member to relax and rejuvenate the mind and body. 2.5 hours of relaxation includes: Gong Relaxation Session, Reiki Treatment, SOQL Heat Bed, Chi Machine, Ionic Foot Detox and Foot Rub;
 - iv. Turners Beach Berry Patch - Free meals for two persons (up to the value of \$100). Choose from wood fired pizzas or from the hearty farm food menu and finish with our famous berry ice creams or choose a low sugar and gluten free treat from our desert case;
 - v. Tuckshop at Barringwood - A tasting of the Estates' current vintages, followed by a dozen freshly shucked Tasmanian oysters and two glasses of vintage Barringwood sparkling then lunch of your choice and a bottle of wine. Afterwards, take away bottle of your favourite wine from the tasting;
 - vi. Cradle Country Adventures - A horse-riding tour 1.5-hour Speeler plain ride at Cradle Mountain for 2 people;
 - vii. A half day West Coast Wilderness Railway tour for two people in the Wilderness Carriage - either Rack and Gorge tour from Queenstown or River and Rainforest tour from Strahan. Valid until 31 December 2018;

viii. Cruise aboard "Stormbreaker" is of 2 and a half hours in the Strahan area of Macquarie Harbour for up to 4 adults.

21. Unless expressly stated in these terms and conditions, Prize winners (and their companions) are responsible for all other expenses including travel to and from the departure point, petrol, car hire, spending money, accommodation, food provisions, drinks, transfers, laundry charges, activities (unless specified), incidentals, taxes, energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
22. The Major Prize winner and his/her companion must comply with regular terms and conditions of the elements of the major Prize, including, but not limited to, the travel retailer, accommodation and experience providers.
23. The Major Prize is subject to booking and availability, and as per the dates specified on the vouchers. The Major Prize is not valid for travel during the following dates: 04 Dec 2017 - 16 Feb 2018, 19 Mar 2018 - 15 Apr 2018, 03 Dec 2018 – 31 December 2019.
24. All Prizes are subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card or make a cash deposits for all incidental charges. If the winner does not take the Prize (or an element of the Prize) by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited.
25. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash.
26. If the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or specified value, subject to Tasmanian State Government Regulations.
27. The Promoter will award Prizes to three Eligible Entrants, as judged by a panel appointed by the Promoter at the Cradle Coast Authority, 1-3 Spring St, Burnie Tasmania on 2 October, 1 November, and 8 November 2017 at 4:00pm AEDST respectively. The Promoter may select additional reserve entries that they determine to be the next best, and record them in order in case an invalid entry or ineligible entrant is selected.
28. Minor prize winners are still eligible to win the Major Prize. Winners will be selected on the following dates:
 - The winner for the Major Prize will be drawn on Wednesday 8 November 2017 at 4pm (AEDST).
 - Winners for the Minor Prizes will be selected on the following dates:
 - Minor Prize 1 will be drawn on Monday 2 October 2017 at 4pm (AEDST).
 - Minor Prize 2 will be drawn on Wednesday 1 November 2017 at 4pm (AEDST).
 - Winners will be notified using the details provided by the entrant.
 - Winners will be notified within two (2) business days of the selection, and their name will be published online on the Cradle Coast Authority's, Regional Tourism official Instagram page.
29. The Promoter reserves the right to refuse to allow the winner to take part in any or all aspects of the Prize, if the Promoter determines, in their absolute discretion, that the winner is not in the mental or physical condition necessary to be able to safely participate in the Prize. By accepting prize winner warrants they are able to safety participate.
30. As a condition of accepting a Major or Minor Prize, the winner (and his/her companions) must sign any legal documentation in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
31. The winner (and his/her companions) must also be suitably able to participate and accept the prize.
32. All Prizes will be awarded to the person named in the Entry.

33. Should an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
34. Entrants consent to the Promoter using their name or Instagram account name and any submitted photos, videos, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
35. Any cost associated with accessing the social media platform of Instagram to enter is the entrant's responsibility and is dependent on the internet service provider used.
36. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
37. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Promotion, subject to any written direction given under Tasmanian State Government Regulation.
38. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.
39. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) taking/use of and/or participation in the prize.
40. The promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Eligible entrants understand and agree that they are providing their information to the Promoter and to Instagram. By entering and participating, entrant agrees to hold harmless, defend and indemnify Instagram from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) entrant's participation in the competition, or (ii) entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Instagram.

41. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Personal Information Protection ("**PIP**") Policy, which can be viewed at <http://www.tas.gov.au/stds/pip.htm>.
42. In addition to any use that may be outlined in the Promoter's PIP Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
43. The Promoter is the Cradle Coast Authority, the regional tourism organisation established pursuant to section 4 of the *Tourism Tasmania Act 1996* (Tas) (ABN 55 279 164 790).