

Win a Holiday Escape to Townsville North Queensland

Competition Terms and Conditions

General

1. Win a Holiday Escape to Townsville North Queensland is a marketing campaign for the Townsville North Queensland Region coordinated by Townsville Enterprise Limited in partnership with Townsville Airport, Quest Townsville on Eyre, Sealink QLD, Townsville Watersports, Adrenalin Snorkel and Dive
2. The *Win a Holiday Escape to Townsville North Queensland* competition is a campaign activity.

Competition

3. Townsville Enterprise is the Promoter of the '*Win a Holiday Escape to Townsville North Queensland*' competition any reference to the promoter in the following terms and conditions is taken to refer to Townsville Enterprise Limited in this capacity.
4. The prize/s are specified by the Promoter
5. By entering, entrants accept these terms. These terms may be amended or replaced from time to time.
6. Entry is open only to residents of the Australian state(s) where the competition is being conducted who comply with any entry restrictions as specified by the Promoter. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the agencies or companies associated with this competition are ineligible to enter.
7. The competition will be conducted during the competition period 15 February 2017 to 21 February 2017.
8. To enter the competition, entrants must, during the Competition Period, follow the entry method specified by the Promoter.
9. By entering this competition you give permission for the promoter and any of the associated partners to contact you for marketing purposes.
10. The competition will be drawn and/or decided at the time, on the date/s and at the location/s as specified by the Promoter. The prize/s will be awarded to a valid entrant or entrants (as applicable) who are randomly drawn in accordance with the details specified by the Promoter regarding how the prize/s will be awarded.
11. Entries that, in the Promoter's judgment are offensive, defamatory or otherwise objectionable or inappropriate or that infringe any third party rights will be invalid.
12. The judges' decisions are final and no correspondence will be entered into.

13. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications 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. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.
14. Where a prize involves the winner attending:
 - a. an event, if any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companion/s, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the prize; and/or
 - b. a meeting, or attending a function, with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companion/s, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.
15. If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers.
16. If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
17. If a winner of a prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the prize to the winner's parent or guardian.
18. The Promoter may, at its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.
19. The Promoter may in its absolute discretion prohibit an entrant's participation in this competition, cancel a prize or otherwise cease to provide any benefit of a prize to a winner and their companion/s if the winner (or their companion/s), in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies

corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate.

20. If an entrant is unable to or refuses or fails to take part in any element of this competition or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the competition.
21. The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines. A full version of the Guidelines is available at <http://www.alcoholguidelines.gov.au/>.
22. Entrants must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding this competition or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this competition, or in taking or using any prize, and they consent to the Promoter repeating any such broadcast, film or other recording at any time.
23. If an entrant is unable to or refuses or fails to take part in any element of this competition or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the competition.
24. No prize is transferable or exchangeable, nor can it be redeemed for cash. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The Promoter accepts no responsibility for any variation in prize value.
25. Entrants acknowledge that there may be inherent risks in some aspects of the competition or the prize and that participation in the competition and/or using the prize may involve participating in dangerous activities. By entering this competition and/or accepting the prize, entrants accept that risk
26. Prizes and participation in this competition are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.
27. If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
28. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes. Prizes will be provided by the Promoter to the winner/s in the manner notified by the Promoter.

29. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
30. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. By entering this competition, entrants consent to the storage of their personal information on the databases of the Promoter and its related partners. Related corporate partners and the Promoter may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging.
31. Where the competition is communicated on Facebook, entrants and participants in the competition acknowledge that the competition is in no way sponsored, endorsed or administered by or associated with Facebook and entrants and participants in the competition release Facebook and its associated companies from all liability arising from the competition. Entrants provide their information to the Promoter and not to Facebook.
32. The winner/s will be notified as follows:
 - a. Phone call will be made to the number provided on the entry form
 - b. Email notification of prize pack that has been won.
33. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this competition or of these terms if required.