

2019 ex-HMAS *Tobruk* Competition

TERMS & CONDITIONS

By submitting an entry, all entrants are deemed to have accepted these terms and conditions.

1. Entrants must be residents of Australia and be at least 18 years of age. Employees and directors of the Promoter or agencies associated with the Competition, and their immediate families, are ineligible to enter.
2. A person will be entered into the 2019 ex-HMAS *Tobruk* competition by attending the Australia International Dive Expo (AIDE) (between 01/08/2019 – 5/08/19) and completing a Tourism and Events Queensland entry form with valid details and answering the following question in 25 words or less:

Describe your dream dive holiday...

("Competition")

3. The Competition will open at 9:30am AEDST on 01 August 2019 and close at 7:00pm AEST on 05 August 2019.
4. A person can only submit one entry. Multiple entries will not be accepted.
5. The entry must be:
(a) the original independent creation of the entrant; and
(b) free from any claims, including but not restricted to copyright or trademark claims, by other parties.
6. Incomprehensible and incomplete entries will be deemed invalid.
7. The Promoter reserves the right to, at any time, verify an entry or entrant and disqualify an entrant the Promoter has reason to believe has submitted an entry not in accordance with these terms and conditions.
8. Entry details remain the property of the Promoter and will not be returned to the entrant. Additionally, all literary works submitted as part of an entry become the property of the Promoter and it is a condition of entry that those literary works may be used by the Promoter for their own promotional, marketing and publicity purposes without restriction.
9. The Promoter reserves the right to modify, suspend or terminate the Competition without notice.
10. This is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on its literary and creative merit of the answer to the question provided. The judges' decision in relation to any aspect of the Competition will be final and binding on every person who enters. No correspondence will be entered into.
11. Judging will take place at the Promoter's office (being Level 8, Green Square North Tower, 515 St Pauls Terrace, Fortitude Valley QLD 4006 at 9am AEST on 14/08/19. There will be one winner selected.
12. Upon selection, the winner will be notified by phone and/or email. If a winner does not respond within one week of selection a replacement winner may be selected at the Promoter's discretion. Once a replacement winner is selected the original winner will have no claim to the Prize.
13. The "Prize" is:

- 2 x Flight Centre gift cards with a total value of AUD\$2,500; vouchers can only be used towards accommodation and return flights for 2 pax to Hervey Bay, QLD; and
- A 'Tobruk Double Dive' for 2 pax with Hervey Bay Dive Centre on the ex-HMAS *Tobruk* and a bonus Double Dive on the Roy Rufus Artificial Reef 3 shipwrecks. Complementary rental of the following dive gear for all the dives:
 - air tanks & weight belt;
 - regulator/ocky;
 - torch;
 - buoyancy control device;
 - wetsuit;
 - mask, snorkel and fins;
 - gloves; and
 - Go-Pros (subject to availability, as numbers are limited).

The Prize has an approximate RRP of \$2,965.

14. The winner will be subject to Hervey Bay Dive Centre booking conditions (available at: <https://diveherveybay.rezdy.com/terms>) as well as the following conditions:
 - The Prize is valid for redemption between 19 August 2019 and 30 December 2019, excluding Australian school holiday periods.
 - Bookings must be made directly with Hervey Bay Dive Centre.
 - Other optional extras not included in the above Prize description are payable by the winner.
 - Dive tours are subject to weather and sea conditions.
15. The winner will also be subject to Flight Centre Voucher Terms and Conditions (available at <https://www.flightcentre.com.au/gift-card-terms-and-conditions>), as well as the following conditions:
 - The Prize is valid for redemption between 19 August 2019 and 30 December 2019, excluding Australian school holiday periods;
 - The vouchers can only be used towards accommodation and return flights for 2 pax to Hervey Bay, QLD.
16. The Prize is not transferable or exchangeable or redeemable for cash.
17. The Promoter accepts no responsibility for any variation in the value of the Prize or any variation in the Prize advertised and the Prize provided. All expenses outside of the stated Prize are at the cost and responsibility of the winner.
18. To the extent permitted at law, each entrant releases and indemnifies the Promoter and agencies associated with the Competition against all liability, cost, loss or expense arising out of acceptance of any Prize or participation in the Competition including (but not limited to) personal injury and damage to property and whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
19. By entering the Competition, entrants accept that the Promoter and all entities associated with the promotion may use the entrant's name and likeness for their promotional and publicity purposes without the payment of any fee.
20. By entering the Competition, entrants accept that the Promoter will be capturing personal information including an email address and phone number. The Promoter will store and use any information collected in accordance with its Privacy Policy which can be found at: <https://teq.queensland.com/disclaimer-and-privacy>.
21. By entering this Competition, entrants acknowledge that a further primary purpose for collection of entrants Personal Information by the Promoter is to enable the Promoter to use the entrants'

information to assist the Promoter in improving goods and services and to contact entrants in the future with direct marketing materials, including information on special offers or to advise entrants of the Promoter's other programs, products, services, events or activities that the Promoter believes entrants may be interested in, via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share entrants' information with trusted third parties who may contact entrants with special offers in this way where entrants have provided their consent at the time of entry into this Competition. By submitting an entry to this Competition, entrants acknowledge and agree that the Promoter may use their Personal Information in the manner set out in this condition.

"Personal Information" means, for the purpose of the *Information Privacy Act 2009* (Qld), information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion

22. For clarity and without limiting the above, entrants will be subscribed to the database of Tourism and Events Queensland for online marketing and promotional communications. Entrants consent to their name and email address being used for this purpose.
23. The Promoter's decision concerning any aspect of this Competition is final and no correspondence will be entered into. The Promoter may amend these terms and conditions at any time.
24. The Promoter is Tourism and Events Queensland of Level 8, Green Square North Tower, 515 St Pauls Terrace, Fortitude Valley QLD 4006.