

Trade-a-Boat Fusion Giveaway
TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years and over. Employees of the Promoter and their immediate families and agencies associated with this promotion are ineligible to enter.
3. The Promotion commences on 19th June, 2017 at 00:01am (AEDST) and will close at 11.59pm (AEDST) on 19th July, 2017. The judging will begin on 26th July, 2017 at 11:00am (AEST) and will take place at Bauer Trader Media, 73 Atherton Road, Oakleigh VIC 3166. The winners will be notified by e-mail using contact details provided in their entry. The winner's name will also be published on www.tradeboats.com.au on the 1st August, 2017.
4. To enter, individuals must log on to www.tradeboats.com.au/winfusion and follow the prompts to the competition page and complete the entry form including their full name, mailing address, current email address and answer to the question in 25 words or less '*What music is compulsory listening on your boat, and why?*' and must submit their entry as instructed.
5. One (1) entry permitted per person.
6. The Promoter is neither responsible nor liable for late, lost or misdirected entries, or entries not received by the Promoter for any reason whatsoever. No responsibility will be taken by the promoter in the event that the original entry is lost or damaged in editing.
7. Incomplete or incomprehensible entries will be ineligible and discarded.
8. An entry must not be, without limitation:
 - a) late;
 - b) delayed;
 - c) incomplete;
 - d) incomprehensible;
 - e) unlawful;
 - f) obscene;
 - g) defamatory;
 - h) discriminatory;
 - i) libellous;
 - j) threatening;
 - k) pornographic;
 - l) harassing;
 - m) hateful;
 - n) racially or ethnically offensive;
 - o) capable of encouraging conduct that would be considered a criminal offence;
 - p) capable of violating any law;
 - q) capable of giving rise to civil liability.Any entry which the judges deem inappropriate will be invalid.
9. 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 and suitability to the promotion. 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.
10. All decisions relating to the conduct of the Promoter and Promotion, including, but not limited to, the selection of any and all parts of an entry to be published, and the awarding of prizes, are at the sole and exclusive discretion of Promoter and are final and not subject to appeal.
11. Failure to comply with any term or condition may result in disqualification and/or forfeiture of Prizes at the Promoter's sole discretion.

12. The Promoter reserves the right to verify the validity of entries at anytime during or after the promotional period, and reserves the right to disqualify any entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

USE OF ENTRIES

13. The Entrant warrants to the Promoter that the entry submitted is an original artistic work of the Entrant that does not infringe the rights of any third parties. If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants that they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
14. Each entrant grants to the Promoter an irrevocable, worldwide and perpetual licence to use any of the entries submitted in any manner and for any purpose at its absolute discretion, including using the entries for future Promoter's or their agents book publications, promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of any submitted entry.
15. The promoter will not be liable for any breach of copyright. The entrant will be solely responsible for their own entry and the consequences of submitting them. The entrant represents and warrants that:
Their entry is their own and:
 - a) They own or have all necessary licences, rights, consents and permissions to use and authorize the promoter to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all entries to enable inclusion and use of the entries in the manner contemplated by these terms and conditions.
16. It is a condition of entering the competition, that the entrant agrees to the use of their entry as determined by the Promoter to be used by the Promoter or their agents for a story or feature on the promotion to be developed and featured in Trade- a-boat magazine, Trade Boats website or social media pages (or any other form of media it deems suitable) without further remuneration or reference to the entrant. The inclusion of any such feature (including but not limited to creative control of the feature) will remain with the Promoter at all times.
17. The best (1) valid entry as determined by the judges will be deemed the prize winner and will receive:
 - One (1) x FUSION MS-RA70 Marine Entertainment System with Bluetooth, valued at up to \$379.95
 - One (1) x FUSION MS-FR4021 4" 120 Watt 2-Way Speakers, valued at up to \$99.95Total prize pool for the individual entry period is valued at up to \$479.90 (including GST). Prizes do not include any ancillary costs associate with redeeming the prize. These costs are the responsibility of the winners.
18. Prize must be taken as offered. The prize, or any unused portion of the prize, is not exchangeable or cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer. The prize is valued in Australian dollars. The Promoter accepts no responsibility for any variation in the prize value. Prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize.
19. The prize does not include any installation or set-up of any of the products.
20. Products included in prize package (including but not limited to titles, colour, design, sizing, model, finish, style etc) will be determined by the promoter in its complete discretion. All prizes must be taken as offered.

21. The prize will be delivered to the nominated address of the Prize winner. Delivery of the Prize is valid to any state and/or city in Australia.
22. In acceptance of the prize, the Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the winner.
23. Prize is subject to the standard terms and conditions of individual prize and service providers.
24. In the event that for any reason whatsoever the Winner does not take the prize at the time stipulated by the Promoter, then the prize will be forfeited by the Winner and cash will not be awarded in lieu of the prize.
25. In the event that a prize, or part of a prize, is unavailable, the Promoter reserves the right to substitute the prize or part of the prize in its discretion with an alternative prize or part of the prize to the same and equal recommended retail value and/or specification.
26. The promoter is neither responsible nor liable for any late lost or misdirected mail (including but not limited to prizes).
27. The Promoter is not responsible nor liable for any prize damaged in transit in the delivery of their prize
28. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
29. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter reserves the right to subject to reference to all relevant state and territory rules and regulations, to cancel, terminate, modify or suspend the promotion.
30. If a medical circumstance in some way restricts your ability to enter the competition through the required mechanic, you are still eligible to enter however you must briefly state your circumstances upon entry.
31. If your entry is selected as a winning entry, validation of your circumstances/ the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the winner sign any such legal documentation.
32. 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 State 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.
33. 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) use of the prize.

34. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

Privacy:

35. 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 privacy policy, which can be accessed by visiting <http://www.bauer-media.com.au/privacy.htm>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may also, 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. Entrants should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of their PI according to the Privacy Policy. All entries become the property of the Promoter.
36. The Promoter is Bauer Media Pty Ltd (ABN 18 053 273 546) of 54 – 58 Park Street, Sydney, NSW 2000. Phone: 02 9282 8000.