“2019 BARRA NATIONALS” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize 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 residents of NT aged 18 years and over.

3. 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 1st cousin.

4. Promotion commences 12:00pm AEDT on 14/02/19 and closes 12:00am AEDT on 03/03/19 (“Promotional Period”).

5. To enter, eligible entrants must, during the Promotional Period, visit www.darwinweloveit.com.au/competitions then locate the promotional entry form, complete all requested details including full name, contact number, a valid and current email address and submit the completed form.

6. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

7. Incomplete or indecipherable entries will be deemed invalid.

8. Multiple entries permitted, however each entry must be submitted separately and in accordance with these Terms and Conditions.

9. 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.

10. The draw will take place at Blake St, The Gardens, NT, 0820 on 04/03/19 at 9:00am AEDT. The judges may select additional reserve entries that they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant. The winner will be notified by telephone and email.
11. The first (1st) drawn entrant will win three (3) entries to participate at the 2019 Barra Nationals between May 12 and 19 2019 valued at $5,250. The prize also includes one (1) WILSON Fishing pack which consists of three (3) bait casting rod and reel combos, tackle bag and range of Zerek lures valued at $3,000.

12. Total prize is valued at $8,250.

13. Transport, accommodation, boat, spending money, meals, insurance, taxes (excluding airline taxes) transport to and from the 2019 Barra Nationals and items of a personal nature, and all other ancillary costs are not included. Prize must be taken to coincide with the 2019 Barra Festival and will not be redeemable for any other year.

14. Prize, or any unused portion, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Prize cannot be transferred.

15. If for any reason a 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.

16. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

17. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

18. If any winner is under the age of 18, the prize will be awarded to their parent or guardian on the winner's behalf.

19. Entrants consent to the Promoter using their name, 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.

20. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

22. 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.

23. 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) if the movie premier of ALPHA is delayed, cancelled or postponed for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.

24. Entrants’ personal information will be collected by the Promoter. Personal information will be stored on the Promoter’s database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at https://login.nine.com.au/privacy?client_id=9nowweb.

25. The Promoter is Nine Network Australia Pty Limited, ABN 88 008 685 407 of 24 Artarmon Rd, Willoughby, NSW 2068. You can contact the Promoter in relation to the promotion by mail to this address or by telephone to (02) 9906 9999.