

Terms and Conditions

“Win a Double Pass for a Whale Watching Adventure with Brisbane Whale Watching”

1. This competition (“Competition”) is conducted by Visit Moreton Bay ABN 91 604 740 936 of 433 Elizabeth Avenue, Kippa Ring, Queensland, 4021, phone (07) 3453 1400, (“Promoter”).
2. Entry to the Competition constitutes acceptance of these terms and conditions. All entry instructions and prize information published by the Promoter form part of these terms and conditions.
3. The Competition is only open to individuals who:
 - (i) are Australian permanent residents
 - (ii) enter via completing the entry form on visitmoretonbay.com.au
 - (iii) who are not employees or “immediate family members” of the Promoter or any of its related corporations or any of their agencies associated with the Competition; (“Entrant”). This includes Directors, management, employees and contractors of the Promoter and those of any agencies, retailers and suppliers directly associated with this Promotion. “Immediate family member” means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
4. The Competition commences at 10:00am AEST on 12/06/2024 and closes at 11:59am AEST on 17/06/2024 (“Entry Period”).
5. Except as otherwise indicated, all amounts stated in these conditions are stated in Australian dollars.
6. To enter, entrants must complete the online entry form, **[a maximum of one \(1\) time only, available on visitmoretonbay.com.au](http://visitmoretonbay.com.au)**
7. Entries must be received during the Entry Period. The Promoter takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.
8. The Promoter may reject an Entry if it reasonably forms the opinion that the Entry has been entered using false information or via automated entry means or by use of a competition entry service.
9. The Promoter may, at its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the entry process, benefits from such tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions.
10. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any entrant, contestant or other person. The Promoter will not award the prize if the Promotion is terminated for whatever reason.
11. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering,

deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing entrants from successfully submitting an Entry, any injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or downloading any materials in this Promotion.

12. The winner ("Winner") will be randomly selected on 18/06/2024 after 9:00am AEST at MBRIT office at 433 Elizabeth Avenue, Kippa Ring, QLD 4021.

13. The Prize winners will be notified immediately via email. The name of the prize winner will be published on www.visitmoretonbay.com.au for a period of no less than 14 days.

14. The one winner will each receive:

-One Double pass Whale Watching experience with Brisbane Whale Watching. Value at \$300. To be used during the 2024 season June to November 2024.

15. The Prize notification will state that the Prize has been won and will include instructions as to how the Winner may claim the Prize and establish his/her entitlement to it. The Winner must be able to prove to the Promoter's satisfaction, that he/she satisfies the requirements of being an Entrant pursuant to condition these Terms and Conditions.

16. Should the prize not be claimed after 3 days of first contact with the Winner, the Promoter will not conduct an unclaimed prize draw and the Prize will remain unclaimed for that Entry Period.

17. The Entrant grants these rights to the Promoter which are perpetual and acknowledges that the Entrant will not receive any payment, royalty or other consideration (whether monetary or otherwise) from the Promoter in connection with the making, use or storage of the Content.

18. Prize(s) will be awarded as specified in the Prize Details. If a Prize is unavailable for any reason, the Promoter, at its discretion, may substitute it for another item of equal or higher value. The Prize(s) is/are subject to any prize restrictions specified in the Schedule. All Prize values stated are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of preparation of these Conditions of Entry.

19. All Prizes and/or parts of the Prize(s) are subject to availability, non-transferable and non-exchangeable, must be used on any dates specified in these terms and conditions and/or as stipulated by the prize provider and are not redeemable for cash unless cash is specified. The Promoter and/or a nominated Prize Provider will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter will not be liable for any damage to or delay in transit of prizes, or for any compensation in relation to those prizes.

20. All of the Promoter's decisions are final and no correspondence will be entered into. If for any reason any element of the Prize becomes unavailable or not capable of being delivered to the Winner for any reason beyond the Promoter's reasonable control the Promoter will have no obligation to provide a similar prize to the Winner or otherwise compensate the Winner in any way.

21. If a Prize involves travel, no other costs will be included and all expenses (including, but not limited to, accommodation, air fares, the costs of transport to and from a prize venue and meals), other than those specifically referred to, will be at each winner's and (if applicable) their accompanying guest's cost. The Promoter and/ or a nominated Prize Provider will not be liable for the failure of the winner and any accompanying guests to

meet travel schedules or cancellations for whatever reason and regardless as to fault, and no cash or alternative tickets or bookings will be awarded in lieu of that element of the prize.

22. All Entrants enter the Competition at their own risk and the Winner accepts the Prize at his or her own risk. To the full extent permitted by law, the Promoter, its associated companies and agencies and any of their personnel exclude all liability for and indemnify the Promoter in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or Prize, including without limitation:

- (i) any indirect, economic or consequential loss;
- (ii) any loss arising from the negligence of a Relevant Party;
- (iii) any liability for personal injury or death. The Promoter may request that the Winner sign and return a deed of release to this effect as a condition of the Prize being awarded. If the Winner fails to sign and return such release, the Winner may forfeit the Prize.

23. All Entrants consent, by entering the Competition to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times without compensation, financial or otherwise, for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products.

24. By entering the Promotion, you agree to the Promoter (Visit Moreton Bay and Brisbane Whale Watching) collecting, storing and using your personal information for its marketing purposes, including contacting by electronic messaging for the purposes of marketing and administration, including contacting the Entrant about future promotions, special offers, goods and/or services. The Promoter and/or a nominated Prize Provider, may use any personal information entrants provide in connection with this competition for the purpose of running the Promotion, and also in advertisements, publications, media statements and other promotional material associated with the Promotion.

25. Visit Moreton Bay/Moreton Bay Region Industry & Tourism will keep your details safe and secure and will **never** sell them to third parties. For full details of how we store and use your data see our privacy policy. If you change your mind, you can stop receiving emails from us and Moreton Bay Region Industry and Tourism by getting in touch or by selecting the "unsubscribe" option contained in all our emails.

The Promoter may disclose the personal information entrants provide for those purposes to its related agencies, contractors and representatives connected with this Promotion and to relevant authorities in the Relevant States.

26. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). The Promoter's privacy policy can be viewed at <https://www.visitmoretonbayregion.com.au/privacy>