

Tourism WA Terms & Conditions – Tourism WA Melbourne to Learmonth (Exmouth) Trade Incentive 2023

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1. The Promoter is the **WESTERN AUSTRALIAN TOURISM COMMISSION** a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668 (“**Promoter**”).
2. A reference to the Promoter includes its officers, employees, agents and contractors.
3. The Promoter is running the **Tourism WA Melbourne to Learmonth (Exmouth) Trade Incentive 2023** (“**Promotion**”). The Promotion exists to incentivise Australian-based international travel consultants who complete the West Aussie All Stars Training Modules, book and ticket a return direct domestic journey between Melbourne and Learmonth (Exmouth) on Qantas Airways Limited (“**Qantas**”). The Promotion is a game of skill to win a one (1) prize valued up to AUD \$4,500.
4. Entry is open to people 21 years and over, must be a Resident of Australia and employed as a full-time international travel consultant with an accredited agency at the time of entry and time of travel (“**Entrant**”).
5. By submitting an entry to this Promotion, the Entrant is deemed to accept these Terms and Conditions.
6. Officers and employees of the Promoter and the Promoter’s contractors and agents associated with this Promotion and their immediate family are not eligible to enter. For the purpose of this clause 'immediate family' means 'spouse, de-facto, 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 first cousin'.
7. The Promotion commences at 12:01 Australian Western Standard Time (AWST) on 24 April 2022 and closes at 11:59 pm (AWST) on 30 June 2023 (“**Promotional Period**”).
8. To enter, Entrants must, during the Promotional Period:
 - a) book and ticket at least one eligible return direct domestic journey between Melbourne and Learmonth (Exmouth) on Qantas 081 ticket stock (one way, infant, free of charge, refunded, cancelled or frequent flyer redemption tickets do not qualify); and
 - b) tell us in 25 words or less your ultimate Exmouth itinerary, at <https://westernaustralia.com/melbournetoexmouth>

9. By entering this competition, Entrants agree to receive further information from the Promoter on Tourism Western Australia's online trade training platform, the West Aussie All Stars.
10. A total of one (1) winner will be identified on 4 July 2023 at the offices of the Promotor, Level 10, 1 William Street Perth, Western Australia 6000 and will be notified via email.
11. The Promoter will attempt to contact the winner on the date they were chosen and for a period of up to five (5) business days following this date, by email. The winner must claim their prize within that period or the prize will be forfeited and another winner selected, if applicable, on 12 July 2023.
12. The winner will receive the following prize:
 - a) two (2) return economy class tickets on Qantas from Melbourne to Learmonth (Exmouth), Western Australia. If the winner is located outside of Victoria, Australia, the winner will depart from the nearest Australian Qantas domestic port.;
 - b) three (3) nights' accommodation in Exmouth for two (2) in one room (configured as requested); and
 - c) a whale shark swim experience for two (2) people.
13. Accommodation details and activities will be advised by the Promotor during the Promotional Period. Travel dates are subject to availability and must be completed by 26 October 2023.
14. The prize includes GST and taxes included in the price of the ticket. Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation, flights, accommodation, or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of the prize-winner. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Prize travel is subject to Qantas' General Terms and Conditions.
15. Individual terms and conditions may apply for some parts of the prize and the prize winners should refer to these on receipt of the prize.
16. Prize travel and accommodation is subject to availability at the time of booking and prize travel is subject to availability of prize travel fares at the time of booking. The winner will not

accrue Qantas Points on any element of the prize. An upgrade cannot be purchased on airfares with cash or Qantas Points.

17. If any part of the prize is unavailable, the Promoter, at its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any law or written directions from a regulatory authority.
18. The prizes are personal, non-refundable and non-transferable, exchangeable, or redeemable for cash.
19. The Promoter reserves the right to verify by any means which the Promoter considers necessary the identity of any entrant and to satisfy itself that the entrant has fulfilled these Terms and Conditions. The entrant must co-operate fully with the Promoter in any verification process.
20. If an entrant breaches any of these Terms and Conditions, acts unlawfully, tampers or attempts to tamper with the Promotion, jeopardises the fair and proper conduct of the Promotion, or acts improperly or unethically (each in the Promoter's sole opinion), the Promoter reserves the right to disqualify the entry and any prizes will be forfeited.
21. The Promoter's decision is final and binding. No correspondence will be entered into. No Entrant shall have, bring or assert any legal or equitable right under or in connection with the Promotion or these Terms and Conditions, including anything done, attempted, not done or not attempted by the Promoter under or in connection therewith. In that regard, neither the Promotion, nor these Terms and Conditions, nor anything done, attempted, not done or not attempted by the Promoter under or in connection therewith shall be justiciable. The preceding provisions of clause 19 apply even if the Promoter, through its negligence, has caused the Entrant any sort of loss.
22. The Promoter may suspend, vary or cancel the Promotion at any time.
23. If the Promotion is being conducted electronically:
 - a) the time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no liability, in negligence or howsoever, for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason;

- b) any costs associated with accessing the promotional website or downloading the entry application are the entrant's responsibility and may depend on the entrant's usage plan; and
 - c) the entrant must not submit an entry which includes any computer virus or other harmful computer software.
24. The Promoter reserves the right to contact any entrant in connection with future promotions. If an entrant does not want this to occur, the entrant may in accordance with the Promoter's Privacy Policy, unsubscribe from the mailing list at the time of receiving any promotional material.
25. All entries become the property of the Promoter.
26. If the Promotion involves an entrant submitting the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same), the Promoter may use any of these for any purpose in any media for an unlimited period of time without remuneration.
27. If the Promotion involves the entrant submitting anything in writing, the entrant grants to the Promoter the copyright to it and warrants to the Promoter that it is the entrant's original work.
28. The Promoter collects personal information in order to conduct the Promotion and may disclose such information to third parties, including, but not limited to, prize suppliers, and for future promotional, marketing and publicity purposes. Entrants should direct any written request to access, update or correct personal information to the Promoter.
29. To the fullest extent permitted at law all implied terms and conditions are excluded from these Terms and Conditions.
30. To the fullest extent permitted at law, each entrant releases the Promoter from any and all liability (in negligence or howsoever) for costs, damages, expenses, and losses which any entrant may suffer or incur as a result of the Promoter's action or inaction arising out of or in connection with the Promotion or these Terms and Conditions. The entrant agrees not to bring or assert any claim, proceeding or cause of action against the Promoter, accordingly. The entrant shall indemnify the Promoter from any and all losses, costs and expenses sustained by the Promoter on account of the entrant breaching this clause 29 or any other provision of these Terms and Conditions.

31. Without limiting clause 28 in no circumstances is the Promoter liable to any entrant for any indirect or consequential losses, including but not limited to loss of opportunity (including business opportunity), revenue or profit.
32. Without limiting clauses 28 and 29, the Promoter is not liable (in negligence or howsoever) to the entrant for the acts or omissions of third parties (including any parties for whom the Promoter is or may be vicariously liable).
33. These Terms and Conditions are governed by the laws of Western Australia irrespective of the place of residence of any entrant.
34. In these Terms and Conditions, unless the context otherwise requires –

entrant or Entrant means someone who participates by submitting an Entry to the Promotion.

Entry means the submission of a validly completed entry form during the Promotional Period.

Promoter means the Western Australian Tourism Commission a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668.

Promoter's Privacy Policy means the privacy policy accessible at http://www.westernaustralia.com/au/Pages/Privacy_Statement.aspx

Resident of Australia means a person who currently resides in Australia and can provide evidence of the currency of their residency in Australia through such documents as a driver's licence, motor vehicle registration, residential accommodation ownership and occupation or rental agreements being current during the Promotional Period.