

# **TOURISM TASMANIA WINTERSHIPS CAMPAIGN**

## **ABBREVIATED CONDITIONS OF ENTRY**

### **DEVIL SITTER**

#### **How to enter:**

Each applicant should click on the Devil Sitter on [DiscoverTasmania.com/winternships](https://DiscoverTasmania.com/winternships), and in 50 words or less, answer the competition mechanic question “In 50 words or less, tell us why you want to become a winter person with a Winternship in Tasmania?”

Starts 6:00pm AEST, Monday 26<sup>th</sup> May 2025 and concludes 11:59pm AEST, Tuesday 17<sup>th</sup> June, 2025. Open to Australian residents aged 18+ at the time of entry. Limit of one entry per entrant, per promotion. Applicants will be judged by a panel of appropriately qualified judges, with the winner selected by Wade Anthony and notified by 11:59pm AEST, Tuesday 24<sup>th</sup> June, 2025. In the event of an ineligible entry or entrant in the Judging, or if an Eligible Entrant cannot be notified within a reasonable timeframe of 7 days by the Promoter or the promoter’s PR agency, is unable to accept or declines to participate in the Prize within the timeframe required by the Promoter or the promoter’s PR agency (if applicable), then the Prize will be awarded to the Eligible Entry with the next best judged entry in the Judging (as applicable). The Promoter or the promoter’s PR agency will continue this process until all Prize(s) are awarded.

Chance plays no part in determining the winner. The prize includes domestic flights to and from the winner’s nearest capital city to Hobart or Launceston [if not based in Tasmania], the Winternship experience, two nights’ accommodation at a nearby hotel, holiday home, or other accommodation arrangement, car hire for the duration of the Winternship experience, and a hamper worth up to \$500 of local Tasmanian produce and memorabilia.

The Prize (travelling to Tasmania to do the Winternship with specified inclusions) must be claimed before August 31st, 2025, and the successful applicant must be able to travel to redeem the Prize and Winternship experience before this time frame. To claim the Winternship experience, the successful applicant must not be under the influence of drugs or alcohol, must arrive and redeem the Prize in line with organised timings and itinerary, and ensure they are compliant to host’s requirements and briefing and induction, otherwise the Prize will be forfeited. By applying for this Winternship, you agree to abide by the rules of Devils@Cradle, and failure to abide by these rules as set by the Winternship host may result

in immediate termination of the Prize, without notice. By applying for this Winternship, you acknowledge and agree to the accessibility limitations of Devils@Cradle. The winner must hold a valid Australian or New Zealand Driver's licence to reach the Winternship experience or arrange their own transport to and from the Winternship experience township, with Tourism Tasmania to organise transfers to and from the Winternship experience to the nearest township. The entire Prize is valued at up to \$2,500, depending on point of departure in Australia. The Prize is not an offer of employment, does not create a contract for services and entering the competition and being awarded the Prize does not create any relationship of employee and employer. For how Promoter collects, uses & discloses personal info and obtains entrants' consent to send them electronic messages, see Collection Statement & Privacy Policy ([www.discovertasmania.com.au/privacy-policy](http://www.discovertasmania.com.au/privacy-policy)). Promoter: The Crown in the Right of Tasmania represented through Tourism Tasmania (ABN 58 800 480 938) of Level 3, 15 Murray Street, Hobart, Tasmania 7000. Full Terms below.

# **TOURISM TASMANIA WINTERNSHIP COMPETITION**

## **SCHEDULE TO CONDITIONS OF ENTRY**

<b>Competition</b>	<p><b>Winternship Competition 2025</b></p> <p>This competition is conducted over a series of concurrent but separate competitions during the Promotional Period (<b>Competitions</b>). The separate Competitions are as advertised and promoted by the Promoter on LinkedIn, Discover Tasmania and other communications channels during the Promotional Period (<b>Advertising / Advertised</b>).</p> <p>This Schedule to the Conditions of Entry and the following Conditions of Entry apply to each Competition separately. By entering a given Competition(s), an entrant (whether an Eligible Entrant or otherwise), agrees to be bound by the terms and conditions appearing in the Advertising for each Competition and in respect of each Competition this Schedule to Conditions of Entry and the following Conditions of Entry.</p>
<b>Promoter</b>	The Crown in the Right of Tasmania represented through Tourism Tasmania (ABN 58 800 480 938) of Level 3, 15 Murray Street, Hobart, Tasmania 7000.
<b>Promotional Partners</b>	The Promotional Partners referred to in the Conditions of Entry include the Promoter's PR Agency and the individual hosts of the Winternships.
<b>Promotional Period</b>	Each Competition commences at <b>06:00pm (Tasmania Time)</b> on <b>26 May 2025</b> and closes at <b>11:59pm (Tasmania Time)</b> on <b>17 June 2025</b> .
<b>Redemption Period</b>	All prizes must be redeemed by <b>11:59pm (Tasmania Time)</b> on <b>31 August 2025</b> .
<b>Eligible Entrants</b>	<p>Entry into each Competition is only open to Australian citizens or residents of Australia, currently residing in Australia, aged 18 years or older at time of entry who comply with this Schedule to Conditions of Entry and the following Conditions of Entry and</p> <ul style="list-style-type: none"><li>a. who enter one or more of an Advertised Competition(s) in the manner stated in the Advertising and that entry is accepted by the Promoter; and</li><li>b. in the event that their Eligible Entry is judged a winning entry in the Judging, are able to travel to, and remain in Tasmania to attend and participate in full in the Winternship experience in Tasmania during the times, dates and at the location in Tasmania as Advertised in order to participate in the Prize for a given Competition.</li></ul>
<b>Competition Entry Process</b>	Entry into each Competition is via <a href="https://discovertasmania.com.au/winternships">discovertasmania.com.au/winternships</a> on the relevant 'Winternships' landing page. Each Eligible Entry must answer the game of skill question <u>"In 50 words or less, tell us why you want to become a winter person with a Winternship in Tasmania"</u>
<b>Entry Method</b>	To enter an Advertised Competition, Eligible Entrants must, during the Promotional Period, submit an entry and answer the stated question

	precisely in the manner required in the Advertising for a given Competition ( <b>Eligible Entry</b> ).
<b>Intellectual Property</b>	Each Eligible Entrant absolutely and unconditionally assigns to the Promoter all right, title and interest in their entry in accordance with the Conditions of Entry.
<b>Entry Limit</b>	Limit of one (1) entry per Eligible Entrant for each separate Winternship.
<b>Judging</b>	All Eligible Entries received by the Promoter during the Promotional Period for each Winternship will be considered by a panel of appropriately qualified judges with the winners for each Winternship determined by the Promoter and the specific Winternship host. All Eligible Entries will be judged on how compelling the response is to the Winternship competition question.
<b>Prize(s)</b>	<p>Each Eligible Entrant can only be the winner for one (1) competition total. For each separate Winternship, the Eligible Entry judged to be the best by the judges will win the prize stated on the relevant landing page for each Winternship on <a href="http://discovertasmania.com.au/winternships">discovertasmania.com.au/winternships</a>.</p> <p>Each prize is valued at up to \$2,500 including interstate travel for one (1) person, up to two night's accommodation and car hire where required. If the winner's ordinary residential address is in Tasmania, they will be provided with car hire and accommodation if required to travel to their Winternship experience.</p>
<b>Total Maximum Prize Value</b>	The total maximum value of the combined prize pool for the competition is AUD\$25,000.00
<b>Content</b>	Content refers to and includes response to the specified competition process and judging criteria.

## **TOURISM TASMANIA WINTERNSHIP COMPETITION**

### **CONDITIONS OF ENTRY APPLICABLE TO EACH “WINTERNSHIP” COMPETITION**

1. Information on how to enter detailed in the Advertising, processes of entry and Prize(s) form part of the Schedule and these Conditions of Entry. These Conditions of Entry must be read in conjunction with the Schedule for the Competition. Entry into the Competition is deemed acceptance of the Schedule and these Conditions of Entry. Capitalised terms and expressions appearing in these Conditions of Entry are as defined in the Schedule or these Conditions of Entry. Unless the contrary intention appears, a reference to the singular includes the plural and vice versa. The Schedule will prevail to the extent of any inconsistency between the Schedule and these Conditions of Entry. These Conditions of Entry apply to each Competition.

#### **DURATION**

2. The Competition will be conducted during the Promotional Period.

#### **ELIGIBILITY**

3. The Competition is open to Eligible Entrants. Directors, management, officers, employees and contractors of the Promoter and associated agencies, retailers, supplier and companies, and their immediate families are ineligible to enter this Competition. For the purposes of this clause, “immediate families” means the Entrant’s spouse, ex-spouse, de facto spouse, child, step-child, adopted child, parent, step-parent, grandparent, uncle, aunt, siblings, step-siblings, or first cousin, whether or not they live in the same household as the director, manager, officer, employee or contractor.

#### **WINNER DETERMINATION**

4. This is a game of skill and chance plays no part in determining the winner(s). The winner(s) in the Judging (as applicable) will be notified in writing within seven (7) days of the Judging (as applicable). All reasonable steps to notify the winner(s) of the results of the Judging (as applicable) will be taken by the Promoter. Judges’ decision is final and no correspondence will be entered into.
5. In the event of an ineligible entry or entrant in the Judging, or if an Eligible Entrant cannot be notified within a reasonable timeframe of 7 days by the Promoter or the promoter’s PR agency is unable to accept or declines to participate in the Prize within the timeframe required by the Promoter or the promoter’s PR agency (if applicable), then the Prize will be awarded to the Eligible Entry with the next best judged entry in the Judging (as applicable). The Promoter or the promoter’s PR agency will continue this process until all Prize(s) are awarded.

#### **PRIZE(S)**

6. All Prize(s) are subject to Winternship hosts’ prevailing terms and conditions of use and these Conditions of Entry (including the Schedule).
7. The winner(s) must redeem the Prize(s) personally within the redemption period specified in abbreviated T&Cs and cannot transfer redemption to another person.
8. All additional costs, surcharges and taxes (excluding GST) not expressly stated, but which may be incurred in acceptance and use of the Prize(s), are the responsibility of the winner(s) and their companion(s) (if any). Such additional costs may include, but are not limited to, travel or transportation, meals, beverages, telephone calls, Internet connection, telephone or data plan charges, software or applications, laundry services, spending money, transport to and from airport departure point, other transfers, petrol, excess baggage, valid passports or identification documents, spending money, meals outside of those specified, items of a personal nature, in-room charges (including but not limited to room service, telephone calls and internet usage), travel insurance and any applicable insurance excesses, taxes not provided with the Prize(s) as part of standard retail sale (if applicable) but excluding airfare related taxes and charges included in the Prize(s) (if applicable), (if applicable), and any other ancillary costs not listed above.

9. **If any Prize includes a voucher, gift card, debit card, pass or ticket:** Vouchers, gift cards, debit cards, passes and tickets are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged. Vouchers, gift cards, debit cards, passes and tickets cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a Prize is obtained through any of these methods, it will not be honoured by the Promoter or Winternship host.
10. **If any Prize includes food and/or beverage(s):** It is the responsibility of the winner(s) and their companion(s) (if any) to ensure the food and/or beverage(s) included in the Prize(s) is consistent with their dietary requirements.
11. **If any Prize involves the opportunity to participate in a dangerous activity:** The winner(s) and their companion(s) (if any) acknowledge that the Prize(s) may involve a dangerous activity, which may result in injury or death, and participate at their own risk. The winner(s) and their companion(s) (if any): (a) must attend, undergo and pass any appropriate training, briefings, safety demonstrations, required medical tests and other requirements (including blood and alcohol testing) of the Promoter and/or any Winternship host as determined in their absolute discretion; (b) must declare to the Promoter and any Winternship host (as applicable) any health-related issues that may affect his/her safe participation in any part of the Prize(s) and obtain a written clearance from their doctor in this respect; (c) must not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in any part of the Prize(s); (d) must not be under the influence of any drugs or alcohol or, if expressly permitted by the Promoter and Winternship host, may consume alcohol in moderation (if aged 18 years or older) but must not be under the influence of alcohol during any activities to the extent that it impairs or affects their understanding, judgement or participating in the activities, and subject to the limitations of any Winternship host; (e) must comply with all directions of the Promoter, any Winternship host and relevant officials; and (f) must wear all safety and other equipment required. The Promoter and any Winternship host in their absolute discretion: (a) reserve the right to refuse to allow the winner(s) and/or their companion(s) (if any) to take part in any or all aspects of the Prize(s) if they reasonably believe the winner(s) and/or their companion(s) (if any) pose a safety risk or for any other reason; (b) may cancel the relevant component of the Prize(s) if the conditions are deemed dangerous. No compensation will be payable if the winner(s) and/or their companion(s) (if any) are unable to use any element of the Prize(s) as stated for whatever reason, including refusal of participation in certain activities for health, age, behaviour or safety reasons.
12. **If any Prize includes hire of a motor vehicle:** Motor vehicle hire will be arranged and paid for by the Promoter. Rate for vehicle hire includes unlimited kilometres. Vehicle type is subject to availability and vehicle hire is subject to the rental company's normal rental terms and conditions. It is a condition of hire that the hirer holds a current valid Australian or New Zealand driver's licence and is aged 21 years or older. The Promoter accepts no responsibility for damage or mistreatment to the hire vehicle caused by the hirer. The Promoter will not be liable for any additional expenses incurred by the hirer through mistreatment, illegal behaviour, or a violation of the vehicle hire's terms and conditions of use. All insurance, petrol, fines, tolls and damage costs, and any other related expenses, will be the responsibility of the winner(s) and their companion(s) (if any). The hire vehicle must be returned to the original pickup location. If the winner(s) is aged under 21 years, this element of the Prize is forfeited, and the Promoter will arrange another form of transport for the winner(s) in its sole discretion. Alternatively, the winner(s) may nominate their companion (if any) as the hirer, subject to the Promoter's consent and the winner's companion (if any) being aged 21 years or older and holding a current valid Australian or New Zealand driver's licence.
13. **If any Prize includes attendance at an event:** The Prize(s) must be taken on the date(s) nominated by the Promoter to coincide with the event(s), otherwise the Prize(s) is forfeited. No extension or variation of the date(s) nominated by the Promoter permitted. All components of the Prize(s) must be taken together and when offered or are forfeited. Event organisers reserve the right in their absolute discretion to change or amend the event program without notice. The Promoter accepts

no responsibility for the cancellation, rescheduling, change or delay of the event for any reason beyond the control of the Promoter. The Prize(s) do not include travel and/or transport to and from the event(s), or accommodation at or near the event(s), unless otherwise stated in these Conditions of Entry (including the Schedule). For the avoidance of doubt, winner(s) and their companion(s) (if any) must make their own way (at their own cost and responsibility) to the event(s), unless otherwise stated.

14. **If any Prize includes travel:** The Prize(s) must be booked and travelled in full by the date(s) or during the period(s) nominated by the Promoter in its sole discretion. Redemption of the Prize(s) is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of a Prize must be taken together and when offered or are forfeited. The winner(s) and their companion(s) (if any) must travel together and depart from and return to the same departure point. The winner(s) and their companion(s) (if any) may not accrue frequent flyer points. No extension or variation of the travel and/or accommodation date(s) nominated by the Promoter permitted, unless otherwise stated in these Conditions of Entry (including the Schedule) or allowed by the Promoter in writing in its sole discretion, in which event any extension or variation of the travel and/or accommodation date(s) nominated by the Promoter will be at the cost and responsibility of the winner(s) and their companion(s) (if any). The Prize(s) cannot be used in conjunction with travel discounts or special offers. Travel and accommodation may be arranged by a travel agent nominated by the Promoter. Winner(s) may be required to present a credit card at time of accommodation check-in. The Promoter makes no representation as to the safety of any Prize destination(s) and it is the responsibility of the winner(s) and their companion(s) (if any) to check the travel advice issued by the Department of Foreign Affairs and Trade at [www.smartraveller.gov.au](http://www.smartraveller.gov.au) for Australian residents and assess the safety of the Prize destination(s) prior to travel.
15. **General:** Where applicable, the winner(s) and their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the Prize(s). Acceptance of the Prize(s) and participation in the Prize(s) is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers, event organiser(s) and any other Winternship host(s), and in particular behaviour and safety requirements. The winner(s) and their companion(s) (if any) must follow all reasonable directions given by the Promoter and any event organiser or Winternship host during the course of their participation in the Prize(s), including all directions in relation to behaviour, safety and responsible consumption of alcohol (if applicable). The Promoter and any event organiser or Winternship host reserve the right, in their absolute discretion, to refuse entry into or departure out of the travel destination(s), to disqualify, sanction and/or remove the winner(s) and/or their companion(s) (if any) from the event(s), or to refuse participation in certain activities, on the grounds of inappropriate behaviour or safety reasons, or for any breach of these Conditions of Entry generally. If the winner(s) and/or their companion(s) (if any) fail to participate in the Prize(s) in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the Prize(s) will be forfeited with no compensation payable.
16. Eligible Entrants acknowledge that if they are selected as a winner, the Eligible Entrant must be willing to participate in the Prize at the time(s) and on the date(s) required by the Promoter in its sole discretion (if applicable). It will be the responsibility of a winner to make necessary school, work or family arrangements in anticipation of the winner's extended absence from home, school or work (if applicable, as applicable). A winner is solely and absolutely responsible for obtaining leave from work/study and other related activities to participate in the Prize. The Promoter is not responsible for any reduction or loss of wages or salary experienced by the winner(s).
17. Entrants are responsible for thoroughly reviewing the job description(s) and ensuring they are comfortable participating in the Winternship(s) they have submitted and entry for. Entrants are advised to consider any accessibility requirements by reviewing the relevant details on the Winternship host(s) website(s) before submitting their application.

18. The Promoter also reserves the right to disqualify the winner(s) and/or their companion(s) (if any), prohibit participation in the Prize(s) or any component of the Prize(s) by the winner(s) and/or their companion(s) (if any), or otherwise cease to provide any Prize benefit to the winner(s) and/or their companion(s) (if any) if the winner(s) and/or their companion(s) (if any) act in a way, or causes material to be published, which the Promoter in its sole discretion deems to be inappropriate, aggressive, defamatory, offensive, or contrary to law, to diminish the good name or reputation of any Winternship host or the Promoter, any of its related bodies corporate or its or their products, or otherwise is not in keeping with the spirit of the Competition. For the avoidance of doubt, a winner can be disqualified after the winner is notified that they have won if the winner is found to have not acted in accordance with these Conditions of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. It is a condition of accepting and participating in the Prize(s) that the winner(s) and their companion(s) (if any) acknowledge and agree that the Promoter or its agents may film, photograph and record the winner(s) and their companion(s) (if any) during the course of their participation in the Prize(s) and that such footage will be the property of the Promoter and may be edited.
20. The Promoter reserves the right to request a winner and their companion(s) (if any) produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner and their companion(s) (if any) before issuing the Prize and at any time during their participation in the Prize.
21. It is a condition of accepting and participating in the Prize(s) that the winner(s) and their companion(s) (if any) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including Prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
22. The value of all Prize(s) is the Total Maximum Prize Value. The Prize(s) are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The Prize(s) must be taken as offered and cannot be varied. The Prize(s) cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Prize value. All Prize values are the recommended retail price including GST (depending on point of departure, where applicable).
23. If a Prize (or element of a Prize) becomes unavailable for any reason beyond the Promoter's reasonable control, then a comparable prize (or prize element) of equal or greater value will be awarded in lieu.

#### **WINNER VERIFICATION**

24. Eligible Entrants can only enter in their own name. Eligible Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Competition and all entries of an Eligible Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Eligible Entrant to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Eligible Entrant's identity, age, residential address, eligibility to enter and claim a Prize, and any information submitted by the Eligible Entrant in entering the Competition, before issuing a Prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Eligible Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Eligible Entrant may be ineligible and deemed invalid.
25. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Eligible Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.



26. A Prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their absolute discretion (including as stated in the Schedule, if applicable).

## LIABILITIES AND WARRANTIES

27. To the extent permitted by law, the Competition and associated services are provided on an “as is” basis, without any warranties, express or implied. Neither we nor our Affiliates make any representation about the completeness, security, reliability, quality, or availability of the Competition. To the extent permitted by law, neither us nor our Affiliates will be liable for damages of any kind (including under contract, tort or negligence), arising out of or in connection with the Competition or Prizes, including any direct, indirect, special, incidental, consequential or punitive damages (including personal injury, emotional distress, loss of revenue or profits, loss of use or goodwill, loss of data), even if such loss was foreseeable (**loss**). You enter the Competition, accept or participate in any Prizes, and engage with us, our Affiliates, and other participants and attendees, at your own risk.
28. It is a condition of accepting a Prize that a Winner may be required to sign a legal release as determined by the Promoter in its absolute discretion prior to receiving a Prize.
29. 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 2010* (Cth), 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, Tourism Tasmania (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.
30. If the Competition is conducted or promoted via a social media site or third-party media channel, you acknowledge that the competition is not sponsored or endorsed or administered by that site or channel. You release the site or channel from all liability arising in respect of the Competition, to the extent permitted by law.

## HOW TO ENTER

31. Eligible Entrants may enter the Competition during the Promotional Period in accordance with the Entry Method. Entries will not be accepted in any other form. Eligible Entrants must provide all mandatory information required to enter the Competition, which may include, but is not limited to, their full name, date of birth, residential address, current and valid email address, contact telephone number and mobile telephone number.
32. Eligible Entrants may enter up to the Entry Limit for each separate Winternship within Competition. As multiple entries are not permitted per Winternship, any subsequent entry after the first valid entry is received will be deemed invalid. All entries must independently comply with these Conditions of Entry. Any Entry that is made on behalf of an Entrant by a third party, or otherwise by proxy, will be invalid.
33. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Contact details entered incorrectly by an Eligible Entrant will deem their entry invalid.
34. Internet entries: Entries submitted via the Competition Entry Channel will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Costs associated with entering the Competition via the Competition Entry Channel(s) remain an Eligible Entrant's responsibility and may vary depending on the Internet service provider used. Once an entry is submitted, Eligible Entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter). To the extent permitted by law, each Eligible Entrant agrees to hold harmless all social media platforms and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Eligible Entrant in respect of the Eligible Entrant's participation in the Competition. Any questions, comments or complaints about the Competition must be directed to the Promoter and not to any social media platform.

35. The use of any automated entry software or any mechanical, electronic or other means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.

## **CONTENT OBLIGATIONS**

36. Any entries that contain Content that the Promoter, in its sole discretion, considers to be one (1) or more of the following types will not be accepted as eligible entries into the Competition:
- a. Content that does not strictly comply with the entry requirements as set out in these Conditions of Entry and/or on the Competition Entry Channel(s) (if applicable);
  - b. Content that appeals to children aged 14 years or under unless otherwise expressly permitted by the Promoter;
  - c. Content that contains, depicts, alludes to or promotes aggressive, unruly, antisocial, offensive, lewd or illegal behaviour or any swearing (including masked profanities), alcohol or smoking;
  - d. Content that parodies, disparages or makes fun of in any way the Promoter;
  - e. Content that is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - f. Content that is menacing or offensive or that harasses or advocates harassment of another person;
  - g. Content that exploits people in a sexual or violent manner;
  - h. Content that contains nudity, violence, or offensive subject matter or contains a link to an adult website;
  - i. Content that solicits Personal Information from anyone;
  - j. Content in response to the competition question that provides any telephone numbers, street addresses, last names, URLs or email addresses;
  - k. Content that promotes information that an Eligible Entrant knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
  - l. Content that promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
  - m. Content that involves the transmission of "junk mail," "chain letters," unsolicited mass mailing, instant messaging or "spamming";
  - n. Content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
  - o. Content that solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
  - p. Content that involves commercial activities and/or sales without the Promoter's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
  - q. Content that contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
  - r. Content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that content for any purpose whatsoever, including commercial purposes;
  - s. Content that includes an image or reference to another person that you have submitted without that person's consent; or
  - t. Content that uses sexually suggestive imagery or is unfair, misleading or deceptive.
37. By entering the Competition, an Eligible Entrant warrants to the Promoter:
- a. that the Content submitted with their entry is original;

- b. that they have the authority and all permissions necessary to submit their entry (including the Content);
  - c. that they own the Content of their entry for use in any manner in any media and in any form worldwide and in perpetuity;
  - d. that their entry does not violate the privacy rights, copyright, contract rights or other rights (including, but not limited to, Intellectual Property Rights) of any person, corporation or entity;
  - e. that their entry does not contain Content that is illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libelous, offensive or objectionable;
  - f. that their entry does not contain Content that is contrary to the requirements or directions of relevant Regulators;
  - g. that their entry does not contain Content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that Content for any purpose whatsoever, including commercial purposes;
  - h. that their entry does not contain Content that has any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
  - i. that their entry does not contain Content that misrepresents or suggests that any entity has the approval or sponsorship of any other entity which it does not have; and
  - j. that during the course of creating their entry (including the Content), their conduct was not illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory or harassing to any person.
38. Eligible Entrants are solely responsible and liable for their entries (including the Content) and any other information they transmit to other Internet users. The Promoter may delete or request the deletion of any Content posted on the Competition Entry Channel(s) (if applicable) in accordance with its prevailing terms and conditions of use. Any entries that are removed by the Promoter from the Competition Entry Channel(s) (if applicable) will not be considered eligible entries for the purpose of the Competition. The Promoter is not responsible and excludes all liability (to the greatest extent allowable by law) for the content of any entries submitted for the purposes of the Competition (including but not limited to any illegal, incorrect or inaccurate content or third party advertising).

## INTELLECTUAL PROPERTY

39. This condition only applies if Intellectual Property, as defined in the Schedule, is created by Eligible Entrants upon entry into the Competition. For the avoidance of doubt, if Intellectual Property is expressed as being not applicable in the Schedule, this condition does not apply. By entering the Competition:
- a. each Eligible Entrant expressly consents for the benefit of the Promoter to all or any acts or omissions that would ordinarily constitute an infringement of the Eligible Entrant's moral rights in relation to all Intellectual Property Rights in any Content that the Eligible Entrant creates or generates and uploads to the Competition Entry Channel(s) pursuant to the *Copyright Act 1968* (Cth). This includes the Promoter having an unfettered right to treat their entry (including the Content, regardless of being a winner or not) in any manner at its sole discretion, to alter the entry (including the Content) in any manner and to the Promoter not attributing authorship of the entry (including the Content) to the Eligible Entrant; and
  - b. only if the Schedule assigns the Intellectual Property in any winning entry or entries to the Promoter, each such entrant absolutely and unconditionally assigns to the Promoter (and agrees to use their best endeavours to procure any relevant third parties to absolutely and unconditionally assign to the Promoter) all right, title and interest in all Intellectual Property Rights in their entry (including the Content). An entry and all Intellectual Property Rights subsisting in the entry irrevocably becomes, at time of entry, the property of the Promoter. Each entrant must, upon request by the Promoter, execute all documents and perform all acts necessary to vest all Intellectual Property Rights in their entry (including the Content) in the Promoter.

40. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's brands, logos, trading names, products and/or services and the Competition Entry Channel(s) (if applicable) will remain or be vested in the Promoter or applicable third party. Participation in the Competition by an Eligible Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's brands, logos, trading names and products and/or services.

## PRIVACY

41. Selected partners, trusted third parties, promotional agents and Winternship hosts of the Promoter ("Promotional Partners") may require that Eligible Entrants provide Personal Information to them to process a valid Prize claim. Eligible Entrants must satisfy themselves with the privacy policies of any Promotional Partners, as the Promoter will not accept any responsibility for the handling of Personal Information by Promotional Partners.
42. The Promoter and its Promotional Partners collect Personal Information about an Eligible Entrant to include the Eligible Entrant in the Competition, award Prize(s) (where appropriate) and use the information to assist in improving the goods and services of the Promoter and its Promotional Partners. If the Personal Information requested is not provided, the Eligible Entrant cannot participate in the Competition and is deemed ineligible.
43. Eligible Entrants agree that the Promoter may, in the event the Eligible Entrant is a winner, publish or cause to be published the Eligible Entrant winner's name, locality and entry submission in any media.
44. Eligible Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the premises of the Promoter at [Reception@tourism.tas.gov.au](mailto:Reception@tourism.tas.gov.au)
45. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at [www.discovertasmania.com.au/privacy-policy](http://www.discovertasmania.com.au/privacy-policy). These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.
46. By entering the Competition and opting-in, Eligible Entrants acknowledge that their Personal Information will be collected by the Promoter for the primary purpose of administering the Competition. Eligible Entrants will not be added to the Promoter's marketing database unless they specifically tick an opt-in box. The Promoter will not use the entrant details for any purposes other than the Competition. The Promoter will not share an Eligible Entrant's Personal Information with its Promotional Partners, servants, employees, or agents for marketing purposes. By entering the Competition and opting-in, Eligible Entrants acknowledge and agree that their Personal Information will be used solely for the administration of the Competition.
47. The Promoter is committed to complying with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APP) and ensuring the privacy of Eligible Entrants' Personal Information. Any complaints regarding the treatment of Personal Information should be directed to the Promoter's Privacy Officer at [Reception@tourism.tas.gov.au](mailto:Reception@tourism.tas.gov.au).
48. **Privacy and Data Deletion** - Tourism Tasmania is committed to protecting the privacy of all entrants in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). Personal Information collected from entrants will be handled in accordance with our Privacy Policy, which can be accessed at [www.discovertasmania.com.au/privacy-policy](http://www.discovertasmania.com.au/privacy-policy). All Personal Information collected from entrants will be scheduled for hard deletion as follows:
- Stage 1:** Personal Information of entrants not shortlisted will be deleted as soon as the shortlisting process is completed.
- Stage 2:** Personal Information of shortlisted entrants will be deleted once the competition winners are confirmed.
- Stage 3:** Personal Information of the winners will be deleted post competition fulfilment.
49. **Data Processing Agreements** - The Promoter has Data Processing Agreements with The Red Agency Pty Ltd and Trip.com Travel Singapore Pte Ltd. These agreements obligate all parties to process any personal data collected during the competition in strict adherence to applicable data protection laws and regulations.

## MEDIA AND PUBLICITY

- 50. Consent to Media Activities:** By accepting the Prize, the winner(s) agree to participate in any media activities (including but not limited to being filmed, photographed, and interviewed) as required by the Promoter during the course of their participation in the Prize. The winner(s) acknowledge and agree that all such media activities will be conducted at the sole discretion of the Promoter. The winner(s) further acknowledge that their participation in the Prize is conditional upon their signing of a separate Talent Release prior to participation in the Prize.
- 51. Grant of Rights:** The winner(s) hereby grant the Promoter, its affiliates, and any third parties authorised by the Promoter, a perpetual, worldwide, irrevocable, royalty-free, and transferable license to use, reproduce, edit, adapt, publish, distribute, broadcast, and display any media content (including but not limited to photographs, video recordings, audio recordings, and interviews) created during the course of their participation in the Prize (the "Media Content") for any purpose, including but not limited to advertising, marketing, promotional and publicity purposes, paid media channels, owned media channels, and earned media channels, in any media now known or hereafter devised.
- 52. Use of Media Content:** The Promoter shall have the right to use the Media Content in any manner it deems appropriate, including but not limited to advertising, marketing, promotional, and publicity purposes across paid media channels, owned media channels, and earned media channels. This includes posting the Media Content on social media platforms, storing the Media Content in its image library, and using the Media Content for any commercial or non-commercial purposes. The winner(s) agree that they shall have no right to inspect or approve the Media Content or the use to which it may be applied.
- 53. Waiver of Rights:** The winner(s) waive any and all moral rights and any other similar rights in the Media Content to which they may now or at any future time be entitled under the Copyright Act 1968 (Cth) or any similar legislation in any jurisdiction. The winner(s) also waive any right to royalties or other compensation arising from or related to the use of the Media Content.
- 54. Release and Indemnity:** The winner(s) release, discharge, and hold harmless the Promoter, its affiliates, and any third parties authorised by the Promoter, from any and all claims, demands, or causes of action that the winner(s) may have by reason of anything contained in the Media Content or the use thereof, including but not limited to any claims for defamation, invasion of privacy, or infringement of any intellectual property rights.
- 55. Acknowledgment:** The winner(s) acknowledge that they have read and understood the terms of this Media and Publicity Consent clause and that they agree to be bound by its terms. The winner(s) further acknowledge that their participation in the Prize is conditional upon their acceptance of these terms.
- 56. Right to Remove Inappropriate Social Media Posts:** The Promoter reserves the right to remove or request the removal of any social media posts made by the winner(s) that the Promoter deems inappropriate or that does not portray the Prize in a positive light. The winner(s) agree to promptly comply with any such requests from the Promoter.

## GENERAL

- 57.** As a condition of entering this Competition, each Eligible Entrant consents to, in the event they are a winner, the Promoter using the Eligible Entrant's entry, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Competition (including any outcome). The Eligible Entrant agrees that, in the event they are a winner, the Eligible Entrant will participate in all reasonable promoted activities in relation to the Competition as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition. As a condition of participating in a Prize, each winner must procure that their companion(s) (if any) also consents to the Promoter using their name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including

photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the Prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

58. If the Competition is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of airline strikes, pandemic, epidemic, war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition and/or if necessary to provide alternative Prize(s) to the same value as the original Prize(s).
59. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Consumer Laws), for any direct or indirect injury, loss and/or damage arising in any way out of the Competition. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Competition and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Competition as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, Prize claims or Prize(s); and/or (iv) acceptance and/or use of any Prize. Applicable manufacturers and/or distributors should be contacted in regards to all Prize warranty claims (where applicable).
60. Any attempt to cause malicious damage or interference with the normal functioning of the Competition Entry Channel(s), or the information on the Competition Entry Channel(s) or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Eligible Entrant, the Eligible Entrant agrees to indemnify the Promoter for those losses, damages and costs.
61. To the extent permitted by law, each Eligible Entrant indemnifies, and must defend and hold harmless, the Promoter its employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Eligible Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Eligible Entrant of any of these Conditions of Entry; (iii) a negligent, wilful or otherwise wrongful act or omission of the Eligible Entrant; (iv) fraudulent or dishonest acts or omissions by the Eligible Entrant; (v) any breach by the Eligible Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Eligible Entrant entering the Competition; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Eligible Entrant; and (viii) any claim or allegation that the Eligible Entrant's entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
62. All of the Promoter's decisions in respect of the Competition are final and no correspondence will be entered into.
63. Each Eligible Entrant acknowledges and agrees that the promotion and these Conditions of Entry (including the Schedule) are governed by the Laws of State, Territory or country of the registered office of the Promoter and each Eligible Entrant submits to the exclusive jurisdiction of the courts of that State, Territory or country (as applicable) and any courts competent to hear appeals from those courts.
64. In these Conditions of Entry: "Consumer Laws" means Schedule 2 of the Competition and Consumer Act 2010 (Cth) in Australia. "Intellectual Property Rights" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes

the right to apply for the registration of such rights, and whether existing in Australia (as applicable) or otherwise. "Laws" means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia (as applicable). "Losses" means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind. "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not. "Regulators" means any government regulatory agency or any private entity that functions in a quasi-regulatory manner, having any applicable jurisdiction.