

Terms and Conditions of Entry for the "BASSINTEGRASS & MAY-A Top End adventure of a lifetime giveaway" (Promotion)

1. Information on how to enter and prize information form part of these conditions of entry (**Conditions of Entry**).
2. The promoter is NT Major Events NT ABN 22085961520 of Level 2, 16 Bennett Street, Darwin, NT, 0801 (**Promoter**).
3. Entry into the Promotion is deemed acceptance of these Conditions of Entry.
4. The Promotion is a game of skill.
5. The entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of the Conditions of Entry generally.
6. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
7. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.

Promotion period

8. The Promotion will commence at 12:01 ACST on 27 March 2023 and end at 17:00 ACST on 17 April 2023 (**Promotion Period**).

Who can enter

9. Entry into the Promotion is open to any person who meets the requirements in these Conditions of Entry (**Entrants**).
10. Entrants must be aged 18 years or more to participate in the Promotion.
11. Employees of the Promoter responsible for the conduct of the Promotion and Related Persons are not eligible to enter the Promotion.

Related Persons means a spouse, de-facto spouse, parent, child, sibling, (including in-law, whether full, half, step or by adoption) of an employee of the Promoter performing any duties in the conduct of this Promotion.

How to enter

12. To enter and be eligible to win, Entrants must, during the Promotion Period:
 - (a) complete the online form on www.bassinthegrass.com.au (**Promotion Website**) by inserting their:
 - (i) Full name;
 - (ii) Email;
 - (iii) Age; and
 - (iv) Postcode.
 - (v) Answer a free form question relating to the promotion
 - (b) submit the online form referred to in paragraph 12(a) so that it is received by the Promoter on or before the end of the Promotion Period.
13. Entrants must have purchased a BASSINTHEGRASS ticket to be eligible.
14. Entrants may only enter the Promotion once.
15. If an Entrant submits an entry which complies with these Conditions of Entry, they will receive notification confirming that their entry has been received.
16. Any costs associated with accessing the Promotion Website from an Entrant's personal computer or device are the Entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries manually using an internet browser.
17. The Promoter has no control over communication networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.
18. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
19. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
20. Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the Entrant.
21. All entries including words and images submitted by Entrants become the property of the Promoter and may be used in future marketing initiatives at the discretion of the Promoter.

Verification

22. If requested by the Promoter, Entrants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the Prize (if won) and compliance with these Conditions of Entry. If the items required by the Promoter are not received or an Entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry submitted by the Entrant will be deemed as invalid. The Prize will only be awarded following all verification requirements of the Promoter being met to its satisfaction.
23. Entrants can only enter the Promotion in their own name.

24. Entrants must submit an entry that complies with these Conditions of Entry in order to be eligible for selection (**Eligible Entries**).

Winner assessment & prize information

25. The draw of the Prize will take place at NTMEC, Level 2, 16 Bennett Street, Darwin, NT, 08010800 (**Judging Location**) by at least two (2) representatives of the Promoter from 2:00pm (ACST) on Thursday 20 April 2023, 2.00pm.
26. Eligible Entries will be accessed and a winning entry selected based on their answer to the question.

Prize conditions

27. The Prize for the Promotion include the following products and services to be arranged by the Promoter and supplied by third party providers, valued at over \$10,000 (**Prize**):

Tourism NT via Holidays of Australia

- 7 Night Top End Luxury Package valued at \$2,500.00 per person twin share (\$5,000 total package price). Package includes:
 - 7 nights DoubleTree by Hilton Hotel Darwin in a guest room
 - Daily Breakfast
 - Full day Kakadu National Parks Explorer tour (AAT Kings)
 - 1 hour Casino Royale Jet Ski Tour (00seven Adventures)
 - 3.5 hour Darwin Gourmet Dinner & Art Walking Tour (Darwin Gourmet Tours)
 - Full day Litchfield Day tour (Ethical Adventures)
 - Half day Jumping Crocs & Nature tour (AAT Kings)
 - Charles Darwin Dinner Cruise (Darwin Harbour Cruises)
 - 30 minute Darwin Scenic Helicopter flight (Helifish)

Virgin Australia

- Return economy class tickets for two people on Virgin Australia from any capital Australian city.

Northern Territory Major Events Company

- Meet and greet with a BASSINTHEGRASS artist, valued at over \$5,000

28. The use of the Prize by the winning Entrant:

- (a) is exclusive of any additional costs and liabilities incurred beyond the value of the Prize (used in accordance with the conditions of use) or incurred after the Prize has been claimed;
- (b) is subject to the terms and conditions imposed by those involved in the provision of products and services included in the Prize, including but not limited to Holidays of

Australia, Virgin Australia, the Northern Territory Major Events Company and other third party providers. The Entrant is required to agree to those terms and conditions at the time of claiming the Prize;

- (c) cannot be used to pay any cancellation or fees incurred for cancelling or changing any booking; and are not transferable or exchangeable and cannot be taken as cash.
- 29. The Prize must be used for travel between 15 – 22 May 2023 (**Travel Dates**). The winning Entrant must be able to travel during Travel Dates. In the event that travel restrictions are in place during Travel Dates, preventing travel, the Prize must be taken within six (6) months of all travel restrictions being lifted in the jurisdictions between the winning Entrant and the Promoter. Spending money is not included in the Prize. Prize is subject to availability at the time of booking and cannot be exchanged. Travel restrictions & blackout dates apply.
- 30. In the event that for any reason the winning Entrant does not take an element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be forfeited by the winning Entrant.
- 31. The winning Entrant must complete and sign all relevant waiver forms required by the Promoter prior to receiving the Prize.
- 32. The Prize 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 the Prize is obtained through any of these methods, it will not be honoured.
- 33. Prize documentation will be delivered to the winning Entrant at the email communicated to the Promoter during verification of the Entrant.
- 34. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning Entrant is.
- 35. The Prize must be taken as offered and may not be varied.
- 36. The Promoter accepts no responsibility for any variation in the value of the Prize from the time of creating the Promotion materials.
- 37. If the Promoter is unable to provide the winning Entrant with the Prize or any element of the Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the Prize or any element thereof.
- 38. In the event that the winning Entrant is unable to be contacted or the winning Entrant is unable to take the Prize on Travel Dates, the Promoter will retain the Prize for three (3) months from the date of the draw. If the Prize is not claimed within three (3) months of the date of the draw, the Promoter will redraw another winner for the unclaimed Prize. The redraw will take place at the Judging Location by at least two (2) representatives of the Promoter from 2.00pm (ACST) on Monday 17 July 2023.

Notifications of winning Entrant

- 39. The winning Entrant will be:
 - (a) notified in writing via email; and
 - (b) advertised on the Promotion Website from Monday 27 March 2023.

General

40. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
41. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Promotion.
42. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
43. The:
 - (a) Promoter, Related Persons, and all agencies associated with the Promotion; and
 - (b) employees, agents, directors and contractors, of all entities referred to in paragraph 42(a), shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law)
44. To the extent permitted by law, Entrants indemnify the Promoter, its agents and servants and Related Persons from any claim, loss, damage or damages whatsoever, including, but not limited to, economic, direct or indirect loss, or personal injury suffered or sustained in connection with, or arising from, this Promotion.
45. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.
46. The winning Entrant must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and consent to the Promoter using their name and image in any future promotional activities and material.
47. CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion 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.
48. All database information obtained through the Promotion will remain with NT Major Events Company at Level 2, 16 Bennett Street, Darwin, NT, 0801.

Personal information

49. Immediately upon submission by an Entrant, their entry becomes the sole property of the Promoter.
50. All information Entrants provide (Personal Information) will be used by the Promoter for the purpose of administering this Promotion and contacting and verifying the winning Entrant.
51. Should an Entrant's Personal Information change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter by contacting the Promoter through "Contact us" on the Promotion Website.
52. The Promoter may disclose Entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.
53. By participating in this Promotion, Entrants consent to the storage of their Personal Information on the database of the Promoter, and the Promoter and agencies engaged by the Promoter using this information for future promotional and marketing purposes regarding their products and services including contacting entrants via any contact details provided by the Entrant without further reference or compensation to the entrant.
54. Entrants may request to update or correct their Personal Information held by the Promoter and / or may request that they not receive further promotional or marketing communications from the Promoter at any time by contacting the Promoter through "Contact us" on the Promotion Website.
55. By participating in the Promotion, the Entrant acknowledges and agrees that the Northern Territory of Australia, care of its agent the Department of Industry, Tourism, and Trade (Tourism NT) may (unless the Entrant opts out) use the Entrant's personal information for future promotional and marketing purposes regarding Tourism NT's products and services including contacting the Entrant via any contact details provided by the Entrant without further reference or compensation to the Entrant. If the Entrant does not wish to receive future marketing information from Tourism NT, the Entrant may request to not receive further promotional or marketing communications from Tourism NT at any time by contacting Tourism NT via Marketing.TourismNT@nt.gov.au or unsubscribe from the mailing list at the time of receiving any promotional material.
56. By participating in the Promotion, the Entrant acknowledges and agrees that Virgin Australia may (unless the Entrant opts out) use the Entrant's personal information for future promotional and marketing purposes via V-mail Sale, V-mail Promotions and V-mail Happy Hour. If the Entrant does not wish to receive future marketing information from Virgin Australia, the Entrant may request to not receive further promotional or marketing communications.

Privacy Policy

57. Entrants consent to the Promoter's privacy policy located at <https://bassinthegrass.com.au/privacy-policy/>.