

1 Background

- 1.1 The competition is a promotion conducted by the Promoter for the benefit of Entrants.
- 1.2 By participating in the Promotion, Entrants may win prizes from the Promoter subject to these terms and conditions being satisfied.

2 Definition and Interpretation

Definitions

- 2.1 In these terms and conditions unless the context otherwise requires:
- (a) **Agreement:** means these terms and conditions, any schedules or attachment to them, or any document incorporated into them by reference.
 - (b) **Claim:** includes any claim, action, demand, application, proceeding, judgment, enforcement hearing and enforcement order.
 - (c) **Confidential Information:** means any information which by its nature is confidential, is received on the express or implied understanding that it is confidential or is marked as being confidential. Confidential Information may include:
 - i. information about processes and policies, commercial operations, financial arrangements or affairs; or
 - ii. records,but does not include:
 - iii. information that is publicly known for reasons other than as a result of a breach of this Agreement; or
 - iv. any other information that is received through a third party and which is not governed by an obligation of confidence.
 - (d) **Entrant:** means any natural person residing in Queensland, Victoria or New South Wales who lodges an entry into the Promotion.
 - (e) **Entry:** Fill in the email subscription form on the VSC website during the promotional period.
 - (f) **Entry Period:** means from 10.00am on 30 January until 5.00pm AEST on 13 February 2023.
 - (g) **Excluded Person:** means any person who is:
 - i. an employee, agent or officer of the Promoter; or
 - ii. under 18 years of age.
 - (h) **Force Majeure Event:** means any event beyond the reasonable control of the Promoter which:
 - i. adversely affects that party's ability to meet any obligation under this Agreement; and
 - ii. could not be mitigated or prevented by reasonable due diligence or precautionary measures adopted by the Promoter,and may include natural disasters or acts of god, health pandemics, acts of terrorism, deliberate vandalism, riots, civil disturbance, industrial disputes and strikes (other than strikes involving the affected party or its employees, officers, agents, contractors or sub-contractors).
 - (i) **Intellectual Property:** means all registered and unregistered rights in Australia and throughout the world for:
 - i. copyright;
 - ii. trademarks or service marks;
 - iii. designs;
 - iv. patents;
 - v. semiconductors or circuit layouts;
 - vi. source codes and object codes;
 - vii. trade, business or company names;

- viii. indications of source or appellations of origin;
 - ix. trade secrets;
 - x. know-how and Confidential Information;
 - xi. the rights to registration of any of the above; and
 - xii. the right to bring an action for infringement of any of the above;
- but excludes Moral Rights.

- (j) **Loss:** includes (and is not limited to) any loss, liability, tax, prohibition, penalty, fine or expense.
- (k) **Moral Rights:** means the moral rights conferred under the Copyright Act 1968 (Cth), including the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed.
- (l) **Personal Information:** has the meaning given to it in the Promoter's Privacy Policy.
- (m) **Privacy Policy:** means the Privacy Policy (as amended from time to time) which can be found at <https://www.visitsunshinecoast.com/Footer-items/Terms-and-conditions>.
- (n) **Prize:** There is one (1) prize as part of the promotion. The prize consists of a stay for 2(two) adults valued at \$2,600 to the Sunshine Coast. The prize includes a 2-night stay Peppers Resort Noosa in a 2-bedroom apartment from Friday 3 March to Sunday 5 March, 2023, a 10% off promo code if the winner choses to extend their stay, a 2-hour private gazebo booking in the famous Noosa Beach Bar for up to eight people including a welcome drink on arrival for all guests and a complimentary meal each (valid for use Monday to Thursdays only), VIP access to all Noosa Festival of Surfing events, and Noosa Festival of Surfing gift bags for two valued at over \$100.
- (o) **Promoter:** means Visit Sunshine Coast Limited A.C.N. 144 749 719 trading as Visit Sunshine Coast and having its principal place of business at 8 Maroochydore Rd, Maroochydore QLD 4558 (Phone: 07 5458 8800).
- (p) **Promotion:** means the promotion, subscription or competition that is run by the Promoter under these terms and conditions.

2.2 Under these terms and conditions unless the context otherwise requires:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and vice versa;
- (c) all dollar amounts refer to Australian currency;
- (d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (e) a reference to an individual or person includes a corporation or other legal entity;
- (f) a reference to "consent" means prior written consent;
- (g) clause headings have been included for convenience only and are not intended to affect the meaning or interpretation of this Agreement;
- (h) if any expression is defined, other grammatical forms of that expression will have corresponding meanings; and
- (i) if a party includes two or more persons, this Agreement will bind them jointly and each of them severally; and
- (j) any reference to 'notice' means written notice.

3 Conditions for Entry

- 3.1 Entrants will be eligible to enter the Promotion when all of the following conditions are satisfied:

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- (a) they are not an Excluded Person;
- (b) they lodge their Entry via www.visitsunshinecoast.com by subscribing to the newsletter.
- (c) their Entry complies with these terms and conditions.

3.2 By submitting an Entry, the Entrant agrees to be bound by the terms and conditions that apply to this Promotion.

4 Promotion

How to Enter

- 4.1 Entrants must submit their Entry during the Entry Period by submitting an Entry.
- 4.2 Although Entry into the Promotion is free, Entrants are responsible for:
 - (a) all telephone and internet charges they incur when submitting their Entry; or
 - (b) if they win a prize, any additional costs incurred by them as a consequence of them redeeming their prize.
- 4.3 Entries are limited to one Entry for each Entrant.

Winners

- 4.4 Winners will be selected at random by the Promoter(s) (at its discretion) based on the requirements for eligibility imposed by these terms and conditions.
- 4.5 Winners will be selected by the Promoter on Wednesday 15 February 2023.
- 4.6 Upon the winners being chosen, the Promoter will:
 - (a) contact the winner within five business days of their Entry being selected to finalise voucher collected;
- 4.7 Any notification to which clause 4.66 applies will include information as to how any Prizes can be redeemed by each winner and are subject to each winner demonstrating to the Promoter that they satisfy requirements for eligibility imposed under these terms and conditions.

Prizes

- 4.8 The Promotion will involve a selection of a maximum of one (1) winner and subject to these terms and conditions, the winner will receive one (1) Prize.
- 4.9 Prizes are strictly awarded on the basis that:
 - (a) they are not redeemable as cash;
 - (b) they are not refundable;
 - (c) any unused portion of the Prize will not be refunded or credited.
- 4.10 Holiday stay is to be redeemed on 3-5 March 2023 (excluding Gazebo use which is valid Monday to Thursday only from 6-9 March) subject to COVID travel regulations and excluding school holiday and public holiday periods;
 - (i) no frequent flyer (or equivalent rewards program) points will accrue to the Winner or any guest participating in using the Prize flights or accommodation;
 - (ii) it is a condition of acceptance of the Prize that its use by the Winner and any guests participating in using the Prize is subject to the terms and conditions of use prescribed by the supplier of any component of the Prize. Without limitation, the Winner may be requested to present their credit card or a cash deposit upon arrival at any Prize accommodation to cover all ancillary costs they may incur during their stay;
 - (iv) it is not redeemable for cash and is not refundable; and
 - (v) any unused balance, portion or component of the Prize will not be refunded or credited after the Prize's travel dates..

Unclaimed Prizes

- 4.11 If any winner does not claim their prize within 28 days of them being selected, the Promoter (at its absolute discretion) reserves the right to:
 - (a) re-award that prize on substantially the same terms as those contained in clauses 4.4-4.7; or
 - (b) to not re-award the Prize at all.
- 4.12 If entrants do not meet the requirements, the prize giveaway period will be extended to ensure all prizes are claimed.

5 Intellectual Property

- 5.1 To the fullest extent permitted by law, all Intellectual Property subsisting in any material that is:
- (a) connected with the Promotion; or
 - (b) disclosed by the Entrant under these terms and conditions,
- vests in or is assigned to the Promotor upon each Entry into the Promotion being lodged.
- 5.2 Entrants must not publish, adapt, distribute to third parties, amend or make any copy of any part of any material which contains Intellectual Property belonging to the Promoter without the Promoter's prior written consent.
- 5.3 By conducting and entering this Promotion, Entrants warrant that they will not do anything that interferes with or breaches the Intellectual Property rights of the Promoter or any third party.
- 5.4 To the fullest extent permitted by law, the Entrant:
- (a) consents to the Promoter infringing any Moral Rights that subsist in any material it provides as part of the Promotion; and
 - (b) indemnifies the Promoter from all direct, indirect or consequential Loss resulting from any Claim that arises because of the Entrant's breach of this clause 5

6 Confidential Information

- 6.1 The Promoter must ensure that Confidential Information is kept confidential and is not disclosed to any person except:
- (a) to its employees, officers, agents, contractors and sub-contractors to the extent needed for the Promotion;
 - (b) where disclosure is authorised or required by law; or
 - (c) with the disclosing party's consent.
- 6.2 The Promoter must ensure that all Confidential Information is:
- (a) kept reasonably secure; and
 - (b) only used for purposes for which it is originally disclosed.

7 Personal Information

- 7.1 The Promoter's Privacy Policy applies to all Personal Information that is collected, stored and used in connection with the Promotion.
- 7.2 When managing, maintaining, storing and transferring information (including Personal Information), the Promoter agrees that it will:
- (a) do all things reasonably necessary to ensure the Personal Information is kept secure;
 - (b) only use Personal Information for the purpose for which it is disclosed; and
 - (c) notify Entrants if there has been a breach of data security and do all things reasonably necessary to remedy the breach.
- 7.3 By entering the Promotions, prize winners also consent to the publishing of their name and the suburb of residence on [www.visitsunshinecoast](http://www.visitsunshinecoast.com.au) and via Visit Sunshine Coast social media channels.
- 7.4 By participating in the Promotion, Entrants authorise the Promoter and its employees, agents and contractors to collect and disclose their Personal Information for purposes related to:
- (a) conducting the promotion; and
 - (b) providing information about products and services of the Promoter until such time as the Entrant asks the Promoter not to provide further information.
- 7.5 Prize winners may be asked by the Promoter to participate in publicity associated with the Promotion but will have the right to elect whether or not they want to participate in that publicity.

8 Exclusions and Disclaimers

Suspension or Disqualification

- 8.1 The Promoter (at its absolute discretion) reserves the right, at any time, to verify the validity of an Entry or to disqualify any Entrant who:

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- (a) submits an Entry that is not eligible under these terms and conditions;
- (b) who tampers with the Entry process; or
- (c) whose Entry is tampered or interfered with by any third party.

8.2 The decision to verify, validate or disqualify an Entry is at the Promoter's absolute discretion.

8.3 The Promoter also reserves the right to:

- (a) not award all or any of the prizes if the judges determine that entries are not of publication standard; or
- (b) suspend or terminate the Promotion if the Promotion is interfered with by a Force Majeure Event; or
- (c) suspend or terminate the Promotion if the Promotion interferes with the administration, security, integrity or proper conduct of the Promotion.

Late Entries

8.4 The Promoter accepts no responsibility for late, lost or misdirected entries.

Technical Difficulties

8.5 The Promoter is not responsible for any problems or technical malfunction of any computer system, software or internet difficulties or other errors, including:

- (a) any damage to an Entrant's software, hardware or device used to participate in the Promotion;
- (b) any damage or technical difficulties with any software, hardware, system or device that is used by the Entrant or the Promoter in connection with the Promotion;
- (c) any theft, destruction, unauthorised access, third-party interference, virus, infection, virus, bugs, fraud, technical failures, power failures or hack that compromises the integrity of any software, hardware, system or device that is used in connection with the Promotion; or
- (d) any unforeseen cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion;

8.6 Any prizes that are won when clause 8.5 is applicable are null and void.

Promoter's Decisions

8.7 Any decisions made are by the Promoter (at their absolute discretion) under this clause are final and binding.