

Terms and Conditions

The Ultimate Flavours of Tassie Experience competition

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance and understanding of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Instagram or any other social media platform. Membership and the use any social media platform is subject to the prevailing terms and conditions of use available on the website of each social media platform. Entrants understand that they are providing their information to the Promoter and not to the owner or operator of the social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via a social media platform. Any questions, comments or complaints about this promotion must be directed to the Promoter.
4. Any entrant found to have posted duplicate, or near duplicate tweets, or to have used multiple Twitter accounts to enter, will be ineligible. Entries must comply with the Twitter Rules (<http://support.twitter.com/articles/18311-the-twitter-rules>) when using Twitter to enter this competition.

Who can enter

5. Subject to clauses 6 and 7, entry is open to all residents of Australia who are over the age of 18, as of the date of entry, and who have fulfilled the requirements set out below ('Eligible Entrants').
6. Employees, and their immediate families, of the Promoter, Permitz Group Pty Ltd (www.permitzgroup.com.au) and associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, 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 1st cousin. The Promoter is TT-Line Company Pty Ltd (ABN 39 061 996 174) of The Esplanade East Devonport Tasmania 7310 ('Promoter').

How to enter

7. Eligible Entrants may enter this competition, during the Promotional Period (defined below) by taking a photo and developing a written submission (within the character limit of each method of entry used i.e. 140 characters or less for Twitter, 2200 characters or less for Insatgram and 500 characters or less for uploaded via the website) in response to the theme outlined on comopetition material, defined as "a photo and description that most creatively demonstrates the unique and appealing gourmet food and beverage products from Tasmania." Entrants must then

- 7.1. Post their photo and description on Twitter or Instagram using #flavoursoftassie @spiritoftas; or
- 7.2. Register and upload their photo and description at www.spiritoftasmania.com.au/flavoursoftassie. Entrants will need to provide a valid and current email address on uploading their photo.
8. Entries submitted via the method specified in clause 7.1. above may only be submitted using the entrant's own social media account and entrants must be contactable using the account. Entries submitted via the method specified in clause 8.2 will be contacted on the email address provided for the registered account that the user was logged in to when entry was submitted.
9. Each entry must be unique and received by the Promoter during the Promotional Period.
10. Photos that are copyrighted can not be submitted unless you have permission from the photographer/owner. Photos cannot be returned. By entering the competition entrants agree and understand that their written entries and/or photos may be used for promotional purposes without any further reference, payment or other compensation to the entrant and/or owner of the photograph.
11. Each entrant warrants that the photograph is a genuine and accurate representation and that the photo has been taken within two years of the date of submission. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. All photographs will be reviewed by the Promoter.

When to enter

12. The competition commences on **16/10/14 at 09:00 AEDT** and closes on **30/10/14 at 23:59 AEDT ('Promotional Period')**.
13. The winner of the Major Prize will be the best valid entry as judged by the judging panel, having regard to skill, creativity originality and relevance to the photographic themes outlined within the competition promotional material, at the Promoter's premises on or before **06/11/14**. The judging panel will consist of the Spirit of Tasmania marketing team and will take place at Spirit of Tasmania offices located at Station Pier, Port Melbourne, Victoria. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
14. The winners of the 11 Runner Up prizes will be the next 11 best entries as judged by the judging panel, having regard to skill, creativity originality and relevance to the photographic themes outlined within the competition promotional material, at the Promoter's premises on or before **06/11/14**. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
15. The winners will be notified by social media if entering via the method specified in clause 7.1 or via email if entering via the method specified in clause 7.2 and their name and photo published online at www.spiritoftasmania.com.au on **06/11/14**. All photo submissions may be published.

16. Major Prize will be provided within dates outlined in clause 18. Runner up prizes will be sent within 8 weeks.

Number of Entries permitted

17. All entrants may enter multiple times so long as each entry is unique and submitted in accordance with these Terms and Conditions.

Prize on offer

18. Total prize value is (up to) \$TBC. (including GST), as at **16/10/14**. The prizes on offer are:

[number of winners]	[full details]	[RRP for each prize]
One (1) First Major Prize Winner	<p>Travel</p> <p>Return sailing for two people in a Twin Porthole Cabin including carriage for one standard vehicle space on the Spirit of Tasmania. One 3 course meal for two people at The Leatherwood Restaurant on the forward and return sailing. (RRP for cabin and vehicle is \$1,062. RRP for 3 course meal at The Leatherwood Restaurant: \$64 per person)</p> <p>Ultimate Flavours of Tassie Experience</p> <ul style="list-style-type: none"> • One nights accommodation for two at The Edgewater Hotel in Devonport (RRP \$195) • Hire Car for 1 day (RRP \$50) • Breakfast for two at Christmas Hills Raspberry Farm , • Tour of the following food producers with Ben Milbourne, plus a tasting platter at each venue: <ul style="list-style-type: none"> - House of Anvers - Ashgrove Cheese - 41 South Salmon farm - Ghost Rock <p>Dinner with Ben Milbourne at his residence</p>	

	<p>from 5.30pm. Ben will cook a three course meal. Wine included (RRP for Breakfast at Christmas Hills Raspberry Farm, tasting tour and platters, and Dinner at residence of Ben Milbourne \$2,500)</p>	
<p>Eleven (11) Runners Up</p>	<p>Runners up will be awarded one (only one, not one of each) of the following:</p> <ul style="list-style-type: none"> • House of Anvers Hamper - including 250g Truffle Selection, 125g Mint truffle, 170g Orange segments, 4 x 85g Fudges, 1 x 200g scorched Almonds, 1 x 200g hazelnut clusters, 1 x 90g chocolate block (RRP \$105.50) • Beautiful Isle Wines 6 bottles of 1 wine type (RRP \$140.00) • Huon Aquaculture Group - \$100 gift card (RRP \$100.00) • Rhubru - Syrups, jams & compotes, vinegrette & cordial (RRP \$101.30) • Barringwood Park 6 bottles of wine - 3 Pinot Gris 3 Schonburger (RRP \$174.00) • Tasmanian Gourmet Sauce Co - 2 gift hampers (RRP \$123.00) • The Two Metre Tall Company - One carton (24 units) of Cleansing Ale – (RRP \$60.00) • Ghost Rock Vineyard - 2 bottles of Pinot Gris (RRP \$60.00) • Twelve Acre Wood Gift Pack - 2 jars raw handmade honey (RRP \$30.00) 	

	<ul style="list-style-type: none"> • Lark Distillery - Half day distillery tour (RRP \$75.00) • Blue Penguin Wines - 1 Shiraz, 1 Riesling (RRP \$48.00) 	
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19. Prize winners must confirm acceptance of the prize by emailing marketing@spiritoftasmania.com.au within one week of being notified. The Major Prize winner must confirm preferred travel dates by Friday 28 November 2014. The Major Prize can only be used on a weekday (Monday to Friday) on the following dates (subject to confirmation with the Promoter): 1 December – 19 December 2014, January 1 2015 – January 25 2015, January 30 2015 – February 28 2015. All weekends and public holidays within valid redemption dates are strictly excluded.
20. In the event that for any reason whatsoever a winner 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 winner and cash will not be awarded in lieu of that element of the prize.
21. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
22. By entering the competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
23. Travel must be taken to coincide with the timing of the prize, on a date to be confirmed Promoter. During the visit the winner must abide by, and ensure his or her companions abide by all reasonable requests of the Promoter and staff. Failure to comply may result in immediate and unconditional removal of the winner from the premises. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion of the program producers and the celebrity.
24. The Promoter encourages consumers to enjoy alcohol responsibly. Legal aged consumers are advised to consider the safe drinking levels recommended in the Australian guidelines to reduce health risks from drinking alcohol, i.e. no more than two standard drinks on any day. A full version of the Guidelines is available at <http://www.nhmrc.gov.au/files/nhmrc/file/publications/synopses/ds10-alcohol.pdf>. Participation in this promotion is subject to relevant liquor legislation in each State,

- Territory or Country, including responsible service of alcohol. If the winner of the alcohol prize is from the Northern Territory, or is under the age of 18, that winner will be awarded alternative prizes, at the promoters discretion, to the value of the alcohol won.
25. In accepting the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed and filmed (in the case of the Major Prize for the duration of the time that they are participating in their cooking experience and tour). The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.

Further Terms and Conditions

26. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
27. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry; in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call; due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
28. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to prevailing law. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
29. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
30. The Promoter reserves the right to request winners or their parent or legal guardians to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone

bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

31. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.
32. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

Privacy Collection Statement

33. TT-Line Company Pty Ltd and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). We do not sell personal information to other organisations. We may disclose personal information to essential service providers who provide services in connection with our products and services. You may request access to your personal information by writing to The Privacy Officer, TT-Line Company Pty Ltd, The Esplanade (PO Box 168E), East Devonport, Tasmania, 7310. The Promoter will otherwise handle personal information in accordance with its Privacy Policy available at <http://www.spiritoftasmania.com.au/about/privacy-policy/>

Copyright, Statutory guarantees, Waiver and liability

34. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
35. Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
36. Nothing in these Terms and Conditions limit, exclude or modify 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 similar consumer protection laws in the States and Territories of Australia. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (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.
37. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered,

damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize.

38. The Promoter is TT-Line Company Pty Ltd (ABN 39 061 996 174) of The Esplanade (PO Box 168E), East Devonport, Tasmania, 7310.