

Your Favourite Sailing Memory
Terms and Conditions (Skill-Based Competition)

General

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance 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.

Who can enter

3. Subject to clause 4, entry is open to all residents of Australia over the age of 18, as of the date of entry, who have fulfilled the requirements set out below ('Eligible Entrants').
4. 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.

How to enter

5. To enter, during the Promotional Period, in 100 words or less, entrants must describe their favourite memory of travelling on/with a TT-line vessel. This includes the following vessels:
 - 5.1. Abel Tasman (1985 - 1993)
 - 5.2. MV Spirit of Tasmania (1993 - 2002)
 - 5.3. Devil Cat (1997 - 2002)
 - 5.4. Spirit of Tasmania I (2002 - present)
 - 5.5. Spirit of Tasmania II (2002 - present)
 - 5.6. Spirit of Tasmania III (2003 – 2006)
6. Entrants may also include a photo as part of their entry; however, this is not mandatory.
7. To submit their entry, entrants must post their description and photo to Twitter or Instagram using #newspiritoftas and handle @spiritoftas OR upload the description and photo at www.spiritoftasmania.com.au/your-favourite-sailing-memory. All entries must be viewable by the Promoter as of the judging date and time.

8. Entries must not include any material which is offensive, defamatory, in breach of existing copyright rights, or distasteful. The Promoter reserves the right to remove, where possible, and to disregard entries that do not comply with these terms and conditions.
9. Entrants who enter via www.spiritoftasmania.com.au/your-favourite-sailing-memory will need to provide a valid and current email address on uploading their entry.
10. Entries must include all requested contact details and a 100-words-or-less answer to be eligible to win. Each entry must be unique and received by the Promoter prior to the competition close date and time.
11. This promotion is in no way associated with or endorsed by any social media platform. Use and member is subject to each platform's prevailing terms of use. Entrants must ensure that their entries comply with each platform's prevailing terms of use.
12. Photos that are copyrighted cannot 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.

When to enter

13. The competition commences on 01/07/15 at 12:00 and closes 15/07/15 at 23:59 ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.
14. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity originality and relevance to the descriptive themes outlined within the competition promotional material, at the Promoter's Premises on 22/07/2015 at 11:00. 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 winner will be notified by electronic message and their names will be published online at www.spiritoftasmania.com.au/your-favourite-sailing-memory on 24/07/2015

Number of Entries permitted

16. All entrants may enter as many times as they like provided that each entry is unique and submitted in accordance with these Terms and Conditions.

Prize on offer

17. Total prize value is up to \$1758 (Including GST), as at 30/06/15.
18. There will be one winner of the competition who will win the prize. The prize on offer consists of:
 - 18.1. Return sailing for two people in a Twin Porthole Cabin including carriage for one standard vehicle on the Spirit of Tasmania between Melbourne and Devonport (either direction). RRP \$1,158
 - 18.2. A \$100 pre-loaded Eftpos Gift Card to be used for food and beverage on-board. RRP \$100
 - 18.3. A \$600 pre-loaded Eftpos Gift Card to put towards accommodation in Tasmania or Mainland Australia. RRP \$600
19. The prize must be taken on dates specified by the promoter. Travel in relation to the prize must occur between 23/07/2015 and 23/07/2016, subject to availability. Block out travel dates: Winners cannot travel between 2 December 2015 to 12 February 2016 and 21 March to 17 April 2016 and prizes subject to limited availability on public holidays and during school holidays.
20. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
21. Each prize is subject to the prize supplier's terms of use. It is a condition of accepting the prize that winners comply with the prize supplier's terms of use.
22. The winners are responsible for all other expenses not included in the prize description including travel to and from departure points, meals, accommodation and incidentals.
23. By entering this 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.
24. 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.

Further Terms and Conditions

25. 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.
26. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.
27. 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 State Regulation. 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.
28. 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.
29. The Promoter reserves the right to request winners 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.
30. 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.
31. 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

32. The Promoter 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). The Promoter may disclose personal information collected to an agent who is engaged for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at www.spiritoftasmania.com.au/your-favourite-sailing-memory. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, TT-Line Pty Ltd (ABN 39 061 996 174) of The Esplanade East Devonport TAS 7310.

Copyright, Statutory guarantees, Waiver and liability

33. In participating in 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. 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.
34. 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.
35. 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.

36. 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.
37. The Promoter is TT-Line Company Pty Ltd (ABN 39 061 996 174) of The Esplanade (PO Box 168E), East Devonport, Tasmania, 7310.