

**Visit Victoria Competition – Victorian Golfing Trip for Two  
Terms and Conditions**

**Information on how to enter forms part of the terms and conditions of entry.**

- 1) Entry into this competition is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
- 2) The Promoter is Medium Rare Content Agency ABN 83 169 879 921 of Upper Ground Level, Suite 58,26-32 Pirrama Road, Pyrmont, NSW 2009 (02 8114 8902).

**Eligibility to enter**

- 3) Entry is open to all residents of Australia who are over the age of 18 years.
- 4) Directors, contractors and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion are not eligible to enter the Promotion.
- 5) The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

**When to enter**

- 6) Promotion opens at 12:01am on 12:01am Thursday 1 April 2021 and closes at 11:59pm Thursday 30 April 2021 AEDT (Promotion Period). Entries must be received by the Promoter in the Promotion Period.
- 7) All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
- 8) Promoter accepts no responsibility for any late, lost, misdirected, delayed, ineligible, in-complete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason.

**Entry into the promotion**

- 9) To enter, eligible entrants during the promotional period need to visit [qantas.com/travelinsider](https://qantas.com/travelinsider) and complete the online entry form in accordance with the instructions on the website. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.  
Entrants are required to fill out the following information:
  - a. First Name, Last Name
  - b. Contact email
- 10) Entry details will be shared with the prize provider, Visit Victoria Limited, according to the Visit Victoria Limited privacy policy here: <https://corporate.visitvictoria.com/legal-notices>. By entering into this competition, entrants agree to sign up to Visit Victoria Limited database to receive electronic marketing communications (latest news, events and offers) from Visit Victoria Limited.
- 11) The Promoter is not responsible for any lost, late or misdirected entries.
- 12) Eligible Entrants are permitted only one entry (multiple entries from the same email address, same person or from automated competition entry service are not permitted). Incomplete or automated entries will be disqualified.
- 13) The time of entry will be deemed to be the time the entry is received by the Promoter.

- 14) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

### **Drawing of entries**

- 15) The draw will take place at 11am AEDT on Monday 3 May 2021 at Medium Rare Content Agency, Suite 58,26-32 Pirrama Road, Pyrmont, NSW 2009, Australia. The draw is a random selection based on a game of chance and will be conducted by Medium Rare Content Agency ABN 83 169 879 921, 58,26-32 Pirrama Road, Pyrmont, NSW 2009, Australia (Drawer).
- 16) The result of the draw is final and no correspondence will be entered into.

### **The prize**

- 17) The maximum total value of the Prize is AU\$5,500 inclusive of GST. The prize is valid for a maximum of two people. It is based on the recommended retail value and the exchange rate at the time of printing. The Promoter/s accepts no responsibility for any variation in the value of the prizes.
- 18) The prize winner will receive the below for a maximum of two people (to be taken together):
  - a) Return Qantas Economy flights to Melbourne Airport in Melbourne from the prize winner's nearest Australian capital city.
  - b) 5 days medium-size car hire from Melbourne Airport, inclusive of tolls but excluding fuel costs.
  - c) 1 night's B&B accommodation at Victoria Golf Club (twin share) and an 18-hole round of golf for two people
  - d) 2 nights' B&B accommodation at Peninsula Kingswood (twin share) and an 18-hole round of golf for two people
  - e) 1 night's B&B accommodation at 13<sup>th</sup> Beach Golf Links (twin share), an 18-hole round of golf for two people and hire of one golf cart
  - f) 1 18-hole round of golf for two people and hire of one golf cart at St Andrews Beach Golf Course
  - g) A Peninsula Hot Springs Experience for two
  - h) One-way crossing on Searoad Ferries from Sorrento to Queenscliff for one car and driver and one passenger
- 19) The prize must be taken as stated and no compensation will be payable if a winner is unable to redeem the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accepts the conditions of use of that prize.
- 20) If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
- 21) The Prize travel is subject to availability at the time of booking. The winner and, if applicable, their companion must travel together on all prize travel. The Promoter/s are not responsible for any cancellation, delay or rescheduling of flights, and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.
- 22) The winner (and their companion) are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary

- costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
- 23) The winner and travelling companion must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure (Sydney, Melbourne, Brisbane, Adelaide, Darwin, Hobart, Canberra or Perth). If there are no direct flights to Melbourne Airport from the winner's closest capital city, connecting flights will be arranged for the winner and travelling companion only – if applicable.
  - 24) Connecting flights from these cities to the nearest flight departure capital city will be included in the prize package for the winner and travelling companion only – if applicable.
  - 25) The prize must be taken by Wednesday 1 June 2022 and is subject to hotel and flight availability. The prize is not available during peak times such as public holidays and school holidays (if applicable) and cannot be changed once the booking has been made. Air tickets are available on Qantas's regular scheduled services and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline.
  - 26) A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
  - 27) A credit card imprint or cash deposit may be required from the winner when picking up the hire car. The hire car must be returned to the same car hire depot with a full tank of fuel or the winner's credit card will be charged a refill fee.
  - 28) The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter/s may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter/s will then continue this process until the prize is awarded. The Promoter/s takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter/s. A request to modify any entry information should be directed to Promoter/s. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the 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) Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter/s may substitute the prize for another item of equal or higher value. The Promoter/s accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
  - 30) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, pandemic or epidemic the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter/s may in its absolute discretion cancel the promotion, subject to any required approval of the relevant authorities.

#### **Notification of the winner**

- 31) The Promoter will attempt to notify the winner via email on Monday 3 May 2021. The winner of the prize will be published using their first initial, surname and postcode,

within the June issue of Qantas Magazine published on Tuesday 1 June 2021 and online at Qantas Travel Insider from Wednesday 5 May 2021.

### **Right of the Promoter to redraw**

- 32) The Promoter/s reserve the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed on Friday 2 July 2021 at 12.00pm, a second draw will be conducted by Medium Rare Content Agency on Monday 5 July 2021 at 11am at the same place as the original judging, subject to any written direction given under applicable law. Any winners determined in accordance with the clause will be notified by email or phone (if phone number is provided) on/by Tuesday 6 July 2021 and published online at Qantas Travel Insider website from Wednesday 7 July 2020, if applicable. (The winner of the second draw will not be published in Qantas magazine.)

### **Limitation of liability and variation of terms**

- 33) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
- 34) The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (Promotion Parties) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

### **Entry details and privacy**

- 35) Entry details remain the property of the Promoter. The name of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, visit <https://mediumrarecontent.com/wp-content/uploads/Medium-Rare-Content-Agency-Privacy-Policy.pdf> to obtain a copy.

### **Tax Implications**

- 36) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

### **Permit details**

- 37) Lottery permit number: SA T21/226, ACT TP 21/00237