Terms & Conditions – Game of Skill

The following Terms and Conditions apply to the Ultimate Mates Trip Promotion ("the **Promotion**").

Name of Promotion	Ultimate Mates Trip Promotion
Promoter Name & ABN	Sports Entertainment Network Pty Ltd ABN 129 637 378 Level 5, 111 Coventry Street, Southbank, VIC 3006
Promotion Partner/Prize Provider	Spirit of Tasmania ABN 39 061 996 174 Esplanade, East Devonport, TAS 7310
Station Websites	https://www.sen.com.au/ www.icanwin.com.au
State or Territory	All states and territories within Australia.
Promotion Period Start Date	The Promotion commences on Wednesday, 6 <sup>th</sup> March 2024 at 06:00am AEDT.
	The Promoter reserves the right to tease the promotion prior to the competition start date.
Promotion Period Close Date	The Promotion concludes Wednesday, 1st May 2024 at 11:59pmAEST.The Promoter reserves the right to:(i)Amend the contesting period at its absolute discretion including to close the competition within the Promotion Period.(ii)Terminate the competition subject to any direction from a regulatory authority.
Entry Restrictions	<ol> <li>Entrants must be 18 years of age or over at the time of entry.</li> <li>Entrants must be Australian residents and have a registered address in a state or territory within Australia.</li> <li>Only one prize can be won per person per competition.</li> </ol>
How to Enter	During the Promotional Period, listeners will be encouraged to visit the Station Website(s) set out in these terms, provide their contact details and answer in 25 words or less 'why do you want to win the ultimate mates trip to Tasmania?'.
Winner Selection Details	The Promotion is a Game of Skill, and the winner will be judged by the Promoter in its absolute discretion to have successfully submitted the most creative and deserving entry in line with the Promotion.

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	Unclaimed Prizes: Any unclaimed prize by a winner will be reviewed, and a recount will be conducted by a Station Representative four weeks from the date a winner has been notified unless otherwise specified. The Promoter's decision is final, and no correspondence will be entered into.
Prize Details	There is 1 prize to be won for 1 winner.
	The prize must be taken on the dates selected by the Promoter. If for any reason the selected winner is unable to accept the prize based on the selected dates, the prize will be forfeited, and the Promoter will perform a re-draw to determine a new winner.
	The winner is required to own their own motor vehicle that can be transported on Spirit of Tasmania and can transport the winner and their 3 guests to all destinations included in the prize.
	The winner must hold a valid Driver's License.
	<b>Departure Date:</b> Departing Geelong on 22 May on board Spirit of Tasmania for 4 adult passengers and 1 standard vehicle
	<b>Return Date:</b> Departing Devonport on 27 May on board Spirit of Tasmania for 4 adult passengers and 1 standard vehicle.
	<ul> <li>Price includes:</li> <li>4 x adult passenger fares, 2 x Twin Bed Porthole Cabins, 1 x standard vehicle (under 2.1m high, 2.0m width and less than 6m in length).</li> <li>Travel must be completed on the designated dates of Wednesday 22 May 2024 at 6:45pm (Geelong to Devonport) and returning Monday 27 May 2024 at 6:45pm (Devonport to Geelong).</li> <li>8 x dinner vouchers for Tasmanian Market Kitchen on board Spirit of Tasmania</li> </ul>
	<ul> <li>Round of 18 Holes of Golf at Barnbougle Golf Course for 4 people on Thursday, 23<sup>rd</sup> of May</li> <li>1 x night accommodation at The Dunes Cottages for 4 people in twin-share accommodation on Thursday, 23<sup>rd</sup> of May</li> <li>Round of 9 Holes of Golf at Royal Hobart Golf Course for 4 people on Friday, 24<sup>th</sup> of May</li> </ul>

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	<ul> <li>3 x nights' accommodation at Grand Chancellor Hobart for 4 people in twin-share accommodation from Friday, 24<sup>th</sup> of May until Monday, 27<sup>th</sup> of May</li> <li>Dinner and wine pairing at Aloft Hobart for 4 people on Friday, 24<sup>th</sup> of May</li> <li>4 x tickets to North Melbourne vs Port Adelaide at Blundstone Arena including hospitality on Saturday, 25<sup>th</sup> May</li> <li>Dinner at Cateract on Paterson for 4 people on Saturday, 25<sup>th</sup> May</li> <li>Flight and Feast experience to Frogmore Creek for 4 people on Sunday, 26<sup>th</sup> of May</li> <li>\$250 Visa Card</li> <li>\$100 Fuel Card</li> </ul>
	The winner acknowledges and accepts that all other expenses including but not limited to transfers or transport to and from the Geelong terminal, additional meals and additional activities are at the expense of the winner and their 3 guests.
	Any incidental costs associated with the prize (i.e. additional travel, additional accommodation, food, etc.) are to be borne by the winner of the competition. No responsibility is accepted by the Sponsor and/or Promoter.
	The Prize must be taken as offered, is not exchangeable or transferrable and cannot be redeemed for cash. In the event that the Prize, or any part of it, is unavailable, the Sponsor reserves the right to substitute a prize of equal or greater value. Prize values are recommended retail value at the time of publication of these. No responsibility is accepted for any variation in the value of the Prize.
	Travel to and From Geelong Airport is at the cost of the winner.
Total Prize Value	Up to \$10,000 excl GST.
Prize Claim & Delivery	Each winner will be notified at the time of winning by email and phone.
	The Promoter will manage prize fulfillment.
	Winners may be required to prove their identity and age, and show evidence as documented on their driver's license, passport or birth certificate before any prize is awarded.

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By submitting a valid Entry, the Entrant acknowledges and agrees to be bound by the Terms and Conditions.

#### Introduction

- 1. The above table forms part of these T&Cs and contains details concerning when, who and how to enter, the time, place and method of prize selection, prize details and who the promoter is and any permit details.
- 2. Employees of the Promoter and agencies associated with this Promotion (including the Promotional Partner, and their respective immediate families, are ineligible to enter the Promotion. For clarity, "immediate families" includes any of the following: spouse, child or step-child, parent, step-parent, grandparent, step-grandparent, brother, sister, step-brother or step-sister.
- 3. Participation in the Promotion is deemed acceptance of these Terms and Conditions. By entering, the Entrant warrants that they have read, understood and accepted these Terms and Conditions.
- 4. Subject to any applicable laws, the Terms and Conditions may be updated or amended by the Promoter at any time and no notice of the updated or amended Terms and Conditions is required to be provided to Entrants.
- 5. Entries not completed in accordance with these Terms and Conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way. The Promoter will take all necessary steps to ensure that entries are properly recorded and stored, but will accept no liability if an entry is not recorded or is lost.

#### **Further Entry Conditions**

- 6. Entries to the Promotion are limited to one per Entrant unless explicitly stated multiple entries are accepted at the time of entry, or a "share on social media for bonus entry" mechanic is provided.
- 7. The Promoter may remove any and all unauthorised multiple entries.
- 8. Entries will be deemed accepted once completed and at the Promoter's absolute discretion. The Promoter will be in no way responsible for incorrect or insufficient details provided by any Entrant. Should an Entrant's details change, it is the responsibility of the Entrant to provide these details to the Promoter.
- 9. Incomplete, indecipherable, or illegible entries or those that contain offensive or defamatory comments or that breach any law or infringe any third-party rights, including intellectual property rights, will be deemed invalid. Errors and omissions may be accepted at the Promoter's absolute discretion and the Promoter's decision on this and other aspects of the Promotion is final and no further correspondence will be entered into. Any failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right in its sole discretion, to determine the identity of the Entrant. For the avoidance of doubt, the Promoter is responsible for determining whether a person is an eligible Entrant in its absolute discretion.

#### **Prizes and Awarding of Prizes**

11. The prize-winner will be notified by the Promoter by e-mail and the winner's name and suburb may also be published on the SEN website (https://www.sen.com.au/) or social media channels, in each case using details forming part of the Entry.

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- 12. The Promoter will advise the winner about how and when they are to accept their prize. If for any reason a prize remains unclaimed by the Redraw Date, their prize will be forfeited and the Promoter reserves the right to re-award the prize in accordance with these Terms and Conditions.
- 13. The Promoter is not responsible if the prize is late, lost or misdirected. The prizes (or any used or unused portion thereof) are not transferable, exchangeable or redeemable for cash. It is a condition of accepting a prize that the winner must comply with all the conditions of use of that prize and the prize supplier's requirements as well as all these Terms and Conditions.
- 14. If a prize or any parts of a prize are unavailable, for any reason, the Promoter, in its discretion, reserves the right to substitute that prize or parts of that prize with a different prize or different parts of that prize to the equal or near equal value and/or specification and/or an alternative date, subject to the written directions of any regulatory authority.
- 15. The prize value is in Australian dollars inclusive of GST and is based on the normal retail value of the prize components at the time of publication (online or otherwise). The Promoter accepts no responsibility for any variation in the value of any prize. The promoter accepts no responsibility for any tax implications that may arise from the prize winning and independent financial advice should be sought.
- 16. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of any prize; and (b) no compensation will be payable if, for any reason, a winner is unable to use the prize as stated.
- 17. The Entrant acknowledges that any costs incurred in relation to accepting or utilizing any prize or not included in the prize package is their sole responsibility. These include without limitation, costs relating to passports, visas, government levies, ground transport, travel insurance, meals, beverages, additional taxes, all insurance, additional transfers, items of a personal nature (including but not limited to additional room charges such as pay per view movies, laundry, room service, mini-bar, telephone calls), any upgrades, pre-flight or inflight purchases or additional nights and all other ancillary costs.
- 18. As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

#### General

- 19. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, to disqualify any Entrant or to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 20. The Promoter will not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or personal injury suffered or sustained arising from or in connection with the Promotion, any omission to enter a person into the Promotion, acceptance of the prize or the prize itself, except for liability that cannot be excluded by law.
- 21. The Promoter assumes no responsibility for any error, omission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries. The Promoter is not responsible for any problems or technical malfunction of any equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to any Entrant or any other

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person's computer related to or resulting from participation or downloading any materials in this Promotion.

- 22. Entrants consent to the Promoter and/or Promotional Partner using the Entrant's name, likeness, image, voice and/or other attributes in the event they are the winner (including any photograph, film and/or audio, visual and/or audio-visual recording of the same) in any media, on any media platform and for an unlimited period without any remuneration being payable or owed to the winner, where such use is for the purpose of promoting the Promotion (including any outcome) or promoting any products or materials manufactured, distributed and/or supplied by the Promoter and/or the Promotional Partner.
- 23. The Promoter collects personal information in order to conduct the Promotion and entry into the Promotion is conditional on the provision of this information by an Entrant. Information about an Entrant may also be placed on a database and used by the Promoter and may be disclosed and used by third parties, including but not limited to the Promotional Partner, for pk1 the purposes of carrying out promotional, marketing, planning, product development, publicity, research and profiling purposes, including sending electronic messages, SMS, direct mail and telephoning the Entrant and to the Promoter's professional advisers, including its accountants, auditors and lawyers and insurers, unless in each case the Entrant withdraws their consent to the use of their information in this manner, and in each case in accordance with the Privacy Act 1988 (Cth) and the Promoter's Privacy Policy, which can be viewed at (https://www.sen.com.au/privacy-policy/).
- 24. If the Promotion is promoted on social media, then the promotion is in no way sponsored, endorsed or administered by, or associated with that social media channel, including Instagram or Facebook. Entrants are providing information to the Promoter and not to the social channel, including Instagram or Facebook[DK2].