

## Terms and Conditions (Skill Based Competition) NEW IDEA/TRAVELMARVEL HOLIDAY GIVEAWAY

### 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. Entry is open to all residents of Australia over the age of 18. Employees and immediate families of the Promoter, associated companies and agencies and participating outlets are ineligible to enter. 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 Pacific Magazines Pty Ltd, 8 Central Ave, Eveleigh NSW 2015 (ABN 16 097 410 896).
4. Entrants may enter only once and only one prize will be awarded per person.
5. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize, subject to State and Territory legislation.
6. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their legal parent or guardian at all times. The major winner's companion must be the prize winner's legal parent or guardian.

### How to enter

7. The Competition may be entered by submitting in [25-words-or-less, an original answer to the question posed in New Idea Magazine cover-dated August 15, 2016](#)
8. Entries must be submitted via the internet at [www.newidea.com.au](http://www.newidea.com.au)
9. Entries must include all requested contact details and a 25-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.

### When to enter

10. The competition commences on **8/8/16** at **09:00 AEST** and closes on **05/09/16** at **17:00 AEST**. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's premises on **08/09/16** at **11:00 AEST**. 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.
11. The winner will be notified by mail and their names will be published online at [www.newidea.com.au](http://www.newidea.com.au) on **16/09/16**.
12. Prize will be sent within 8 weeks.

### Prize on offer

13. Total prize value is (up to) **\$18,790**, as at **14/7/16**. **One (1)** winner will receive one of the following prize packages:
  - The Winner may choose one one of the following travel packages:
    - \* Europe - 15 day European Gems in a Cat E Window Stateroom on Moselle Deck from April 3 to October 16 2017 – including air = \$18,790 total

\*Myanmar – 15 Day Majestic Myanmar in a Cat C French Balcony Suite on Main Deck from September 9 to December 30 2017 – including air = \$16,990 total

\* India – 14 day Authentic India – Lower Ganges Cruise in a Cat B Double Stateroom on Main Deck from Jan 6 to November 10 2017 – including air = \$17,390 total

\* Vietnam – 12 day Essential Vietnam & Cambodia in a Cat C Standard Suite (Porthole Window) from Jan 8 to April 9 2017 – including air = \$11,590 total

14. No other discounts can be combined with the booking.
15. Travelmarvel reserves the right to offer alternative dates and/or itineraries.
16. Prize is not transferable or refundable and must be utilised in one transaction and no cash refund or reimbursement allowed if the cruise is not utilised.
17. Fees or further costs will apply if the Winner chooses to change the dates or cancel the prize, after they have finalised their booking.
18. Travel insurance is not included and we recommend you take out travel insurance prior to travel. A good level of health and fitness is required to participate on our holiday packages and we ask you advise any medical conditions at the time of booking.
19. The prize winner must accept the terms and conditions as detailed in the applicable Travelmarvel River Cruising brochure.
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. Prize must be accepted by 17/10/16. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
22. 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.
23. 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, airport taxes (including departure taxes), fuel surcharges, energy surcharges, 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.
24. 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.
25. Accommodation is [twin share standard room](#). Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these terms & conditions and are the responsibility of the winner and their travelling companions. Eligible Australian capital cities include [Sydney, Melbourne, Brisbane, Adelaide, Darwin, Hobart, Canberra and Perth](#). The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer miles cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply. Prizes cannot be taken during peak periods or school holidays, and winners must provide all suppliers with a minimum of 21 days advance notice of intention to travel. Embargo restrictions apply during certain periods. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).
26. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel

advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at [www.smartraveller.gov.au](http://www.smartraveller.gov.au). Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available.

#### **Further Terms and Conditions**

27. 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.
28. 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.
29. All entrants must submit ONLY their own original answers, [designs and works](#). Any such answers, [designs or works](#) cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. 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.
30. Any entrant found to have (a) be used any form of software or third party application to enter multiple times (including scripting software), (b) used a third party (including online competition entry site) to enter on their behalf or (c) entered incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to the Prize will be invalidated. If such an entrant is awarded the Prize and then found to have breached this clause, the entrant must immediately return the Prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. If the prize (or an element of the prize) is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize (or an element of 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.
32. 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.
33. 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.

34. 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.
35. 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.

### **Copyright, Statutory guarantees, Waiver and liability**

36. 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. Pacific Magazines Pty Ltd (ABN 16 097 410 896) and its related entities ("Pacific"), is collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying winners and understanding our audiences. Pacific will otherwise handle your personal information in accordance with Seven West Media's Privacy Policy which is available on our website at <http://www.sevenwestmedia.com.au/privacy-policies> (and which contains information regarding how you can access your personal information, correct it and/or make a complaint about our handling of your personal information). By providing your personal information, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Pacific may disclose the entrant's personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to the entrant's relationship with Pacific. In addition, by entering this competition, you consent to Pacific using your personal information for the purpose of Pacific and its related entities sending you information regarding programs, products and services available through them and/or through their business partners, and to Pacific from time to time sharing your personal information with carefully selected business partners for the purpose of them sending you such information directly. We will always provide you with the ability to opt out of those communications.
37. 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.
38. 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.
39. 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 the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). 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.
40. 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.