



### Terms and Conditions of Entry

#### General

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed 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 the clauses below, entry is open to all residents of Australia who have fulfilled the requirements set out below ('Eligible Entrants').
4. Employees, and their immediate families, of the Promoter, 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.
5. All entrants must be over the age of 18, as of the date of entry.
6. The Promoter is Tackle World Australia Pty Ltd (ABN 35 010 323 270 ) (the 'Promoter'). The Promoter's address is Unit 10-12 Link Crescent, Coolum Beach QLD 4573.

#### How to enter

7. To enter Eligible Entrants must, during the Promotional Period (defined below): upload a photo you have taken of one of their favourite Tackle World purchased products and fill in the competition entry form on our website, [www.tackleworld.com.au](http://www.tackleworld.com.au) telling us why their favourite product helps you fish better. The entry deemed most creative, technically appropriate upholding the Tackle World values will win. These values include, keep what you need to eat, catch and release, supporting sustainable fishing and respect.
8. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
9. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name or. Incomprehensible, illegible, and incomplete entries may be deemed invalid.

#### Number of Entries permitted

10. Only one entry is permitted per Eligible Entrant. There is no minimum value for the product photographed as long as it has been purchased at a Tackle World store and improves your fishing. The Promoter reserves the right to request whatever documentation it deems necessary to confirm the winner's identification. The winner must provide any requested documentation to the Promoter upon request. The Promoter may conduct an immediate redraw if the first drawn entrant is unable to satisfy this clause.

#### Open, Close, Draw and Publish dates

11. The competition commences on **01/11/2018 at 12:01 AM** and closes **29/11/2018 at 05:00 PM**. ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
12. Entries will be processed and assessed throughout December and January. The winning photograph will be the most creative, technically appropriate photograph as judged by 3 Tackle World judges and announced on **31/01/2019 at 05:00 PM or close of business**.
13. The winner will be notified by email within two business days of the draw. Their name will also be published on **1/02/19** at <http://www.tackleworld.com.au/tackle-world-promotions.html> for 28 days.

14. The winning voucher will be forwarded to winner via registered post and funds deposited into a nominated bank account. As the prize is for an Arafura fishing charter, ex Darwin, the winner is responsible for booking their charter directly with Arafura Bluewater Charters for dates between 1 Sept 2019 and 31 Dec 2019 – departure dates as per charter schedule.
15. If the winner cannot be contacted within 28 days of the draw the Promoter may conduct such further assessment on as the original draw in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their name will also be published on **01/03/2018** at <http://www.tackleworld.com.au/tackle-world-promotions.html> for 28 days.

**Prize on offer**

16. The total prize pool is retailed valued at up to \$7,000 (Including GST), as at 28/11/2018.
17. The total number of competition winners in this competition is one winner. The prize on offer is: \$6000 retail value Arafura Bluewaters 5 day charter for 2 pax ex Darwin, Northern Territory, Includes tackle required, shared single bunk accommodation, all meals, snacks, non-alcoholic refreshments, plus a further \$1,000 toward accommodation and flights. For Arufura’s inclusions and terms and conditions please see website: <http://arafurablue.com.au/charter/2-5-day-charters/>
- 18.

Number of winners	Prize description	Value of each
1	<p>*Arafura Bluewaters 5 day charter for 2 pax ex Darwin, Northern Territory. Includes tackle required, shared single bunk accommodation, all meals, snacks, non-alcoholic refreshments.</p> <p>\$1,000 toward accommodation and airfares.</p> <p>This package does not include any tobacco, firearms, ammunition or gaming products.</p> <p>This prize is not transferable or exchangeable and cannot be taken as cash.</p> <p>Note: Photo identification must be shown to collect their prize.</p>	\$7000

**Further Terms and Conditions**

19. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. 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. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
20. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found

to have breached this clause, the entrant must immediately return any prize awarded. 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.

21. 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 and Territory legislation. Cash will not necessarily be awarded as a substitute. 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.
22. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) 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.
23. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
24. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. 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.

#### **Privacy Collection statement**

25. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
26. 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 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.tackleworld.com.au](http://www.tackleworld.com.au). You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Tackle World Australia Pty Ltd (ABN 35 010 323 270) of 10-12 Link Crescent, Coolum Beach QLD 4573.

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

27. 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.
28. 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 license 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.
29. 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.
30. The Promoter (subject to State and Territory legislation) reserves the right to amend, 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. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. 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**').

33. 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. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

#### **Arafura Bluewater Charters – 5 Day Charter inclusions:**

##### *Tackle*

- All quality Shimano game & spin rods and reels spooled with braided line, all fishing tackle, lures and fresh bait.

##### *Fish*

- Fish may be kept within NT bag limits and will be filleted and frozen ready for you to take home. Airline approved fish carry boxes are available from Tackle World at \$20 each. **(As per N.T. fisheries legislation skins must be left on all filets)**

##### *Meals, snacks & refreshments*

- Your friendly crew will cook for you each day a scrumptious breakfast, lunch & dinner.
- There's something for everyone with a variety of fresh fruits & hot options for breakfast including assorted toasted sandwiches & bacon & egg rolls
- For lunch there are salads, cold meats, hot dogs, steak sandwiches, fresh fish and hamburgers.
- For dinner our Fresh seafood night is a highlight which includes fresh local prawns, freshly opened natural oysters and the catch of the day with garden salads.
- Depending on the length of your charter you will also enjoy cuts of prime Aussie beef, freshly caught fish and marinated chicken all cooked on the BBQ.
- Morning and afternoon tea are also provided being either an assortment of fresh fruit & cheese, biscuits, dips, cold meats, assorted cakes & pastries or spicy "nachos".

**Please note: Menu's may change as required .**

##### *Beverages*

- Beverages include juice (breakfast), hot beverages, cold drinks & ice water . BYO any light alcohol or your favourite soft drinks. (no glass please)

##### *Accommodation*

- Shared air conditioned single bunk accommodation including all bed linen, blanket & pillow.

**You need to bring a small bag with change of clothes, toiletries, towel & any medications needed.  
BYO alcohol. (No glass please)**

For full details on charter go to: <http://arafurablue.com.au/charter/2-5-day-charters/>