

Show	Today Show	Promotion	Scenic Tours competition		
Service Provider	N/A	Version	2014.2	Date	02.09.2014



**TODAY SHOW
8 DAY GRAND NATIONAL PARKS AND CANYONLANDS COMPETITION
GAME OF SKILL**

Terms and Conditions

By entering the 8 Day Grand National Parks and Canyonlands competition ("the Competition"), you are agreeing to the following terms and conditions:

- 1) Information on how to enter forms part of the terms and conditions. Entry into this Competition is deemed acceptance of these terms and conditions of entry.

WHO CAN ENTER?

- 2) The Competition is open to all residents of Australia who are 18 years and over, except employees of the Promoter and their immediate families and all companies and agencies associated with this Competition.

HOW TO ENTER

- 3) The Competition commences on Monday 8th September 2014 at 05:30 AEST and concludes on Friday 12th September 2014 at 16:00 AEST ("the Competition Period").
- 4) To enter viewers must answer in 25 words or less who they would take on their Scenic Tours trip to the Canyonlands and why to_todaycompetitions@nine.com.au. Entrants must also supply their full name, address, and daytime contact number.

AND the entry must not be, without limitation:

- a) late;
- b) delayed;
- c) incomplete;
- d) incomprehensible;
- e) unlawful;
- f) obscene;
- g) defamatory;
- h) discriminatory;
- i) libellous;
- j) threatening;
- k) pornographic;
- l) harassing;
- m) hateful;
- n) racially or ethnically offensive;
- o) capable of encouraging of conduct that would be considered a criminal offence;
- p) capable of violating any law;
- q) capable of giving rise to civil liability.

- 5) Entries must be received within the Competition Period.
- 6) All entries are deemed to be received at the time of receipt by the Promoter and NOT at the time of transmission by the entrant.

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- 7) Multiple entries permitted, subject to the following: each entry must be submitted separately and in accordance with entry requirements and must be substantially unique.
- 8) Entry details remain the property of the Promoter and will not be returned to the entrant. Entrants agree to grant the Promoter a perpetual and non-exclusive licence to use, distribute, broadcast and sub-licence their entries in all media worldwide and acknowledge that they will not be entitled to any fee for such use.
- 9) The Promoter reserves the right to verify the validity of entries at anytime during or after the Competition Period, and reserves the right to disqualify any entrant who tampers with the entry process (including but not limited to tampering by way of the utilisation of techniques designed to avoid the payment of postage costs) or who submits an entry that is not in accordance with these Terms and Conditions. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10) The Promoter is neither responsible nor liable for late, lost or misdirected entries, or entries not received by the Promoter for any reason whatsoever. Entrants should not send in original copies of their entries. No responsibility will be taken by the promoter in the event that the original entry is lost or damaged in editing.

PRIZES

There will be one (1) major prize winner. The best judged entry will be deemed the major prize winner and will receive a 8 Day Grand National Parks and Canyonlands tour package for two (2). The prize package detailed below.

- Two (2) x return economy flights from the winner's nearest capital city SYD/MEL/BNE/ADL/PER to Las Vegas and returning from Las Vegas to Australia valued at \$2,165 per person (depending on point of departure)
- 8 Day Grand National Parks and Canyonlands tour for two (2) valued at \$4,695 per person.

The total prize pool is valued at to \$13,720 (including taxes) (depending on point of departure and date of which the prize is booked).

- 11) Prize does not include travel insurance, visas, items of personal use, meals (other than featured in the itinerary), laundry, telephone calls, additional nights or upgrades.
- 12) Prize is valid for two (2) adults and travel is valid for the following departures; 24 May, 23 August and 20 September 2015 and is limited to availability.
- 13) The prize must be redeemed with the reservations being created no later than 3 months after notification of winning.
- 14) Taking the prize is subject to any prevailing terms and conditions of Scenic Tours. Upon winner notification please see brochure for details. The prize is not eligible for the Scenic Tours loyalty program, Scenic Club.
- 15) Prize is subject to availability at the time of booking and can only be taken on dates already scheduled for this tour.

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- 16) Prize is valid ex major capital cities SYD/MEL/BNE/ADL/PER. Any costs associated with returning to place of residence are at winners own expense. Airfares are subject to availability on specific class.
- 17) 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, 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.
- 18) Transport to and from Departure point including but not limited to additional Domestic airfares if required, any additional meals, any extra sightseeing or activities, any additional accommodation, personal spending money, and all other ancillary costs, as well as obtaining any of these, are the responsibility of the winner and their travel companions. Prize also excludes medical expenses, items of a personal nature, beverages, optional tours not outlined, laundry, telephone calls, additional nights, room upgrades or other ancillary costs associated with redeeming the prize other than those specified. These costs and expenses are the responsibility of the winner. Any extension to the duration of the prize is at the winner's sole expense and subject to availability at the time of booking. For the removal of doubt, taxes for international travel and port charges are included in the prize provided by the Promoter.
- 19) A credit card imprint or cash deposit will be required from the winner at check-in for any Hotel incidental charges.
- 20) Unless expressly stated in these terms and conditions all other expenses (including travel to and from the departure point) become the responsibility of the winner.
- 21) The prize (or any part thereof) cannot be sold, is not transferable or exchangeable and cannot be taken for cash. No responsibility is accepted for any variation in the value of the prize.
- 22) A valid passport is required for all international journeys. It the responsibility of the winner and their travel companion to ensure they have all required passports and visas as required for travel.
- 23) Adequate travel insurance for the duration of the trip must be organised by the winner at his/her own expense. Meals or tips, transfer fees (other than specified), excess baggage and any other personal expenses not specified in the prize package must be paid for by the winner.
- 24) If the prize or portion of 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.

JUDGING

- 25) Each valid entry received during the Competition Period will be submitted for judging by a panel of judges appointed by the Promoter. Judging will take place at the Promoter's premises on **Monday 15th September at 09:00 AEST**. The entrant whose entry is deemed to be the most creative and original out of all valid entries received will be deemed the winner. The Competition is a game of skill and chance plays no part in determining the winner.

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- 26) The prize winner will be notified by telephone and in writing using the contact details given in their entry.
- 27) The judges' decision in relation to any aspect of the Competition will be final and no correspondence will be entered into regarding the result. The Promoter may in its absolute discretion deem entries invalid subsequently to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the Competition in accordance with these terms and conditions. In such circumstances, an additional judging will be conducted.
- 28) The Promoter's decisions in relation to all aspects of this Competition are final and binding on all who enter and no correspondence will be entered into.

CONDITIONS OF ENTRY

- 29) All entries must be:
- a) the original independent creation of the entrant;
 - b) owned by the entrant; and
 - c) free of any claims, including copyright or trade mark claims by other parties.
- 30) If your entry is selected as a winning entry, validation of your circumstances/ the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter in its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter.
- 31) The Promoter reserves the right to request the winner to provide proof of age and identity. Identification considered suitable for verification is at the discretion of the Promoter.
- 32) If the winner is under the age of 18 years, the prize will be awarded to the winner's parent or legal guardian on behalf of the winner. It is the responsibility of the winner's parent/legal guardian to prove their parental status/ legal guardianship at the time of winner notification. In the event that for any reason whatsoever a person/s mistakenly represents themselves to be a winners parent and/or legal guardian, then that person will be liable for all costs associated with relocating and/or re-awarding the prize (including but not limited to and administrative fees incurred by the Promoter). Where relevant, the Promoter is only responsible for ensuring that the prize is awarded to a person who is either a parent or legal guardian of the winner. The Promoter is not responsible for determining any other delivery details or taking direction that relates to any ongoing family law negotiations and/or determinations. These are the responsibility of the winner and their respective parent/s and/or legal guardian/s.
- 33) If for any reason this competition is not capable of running as planned (including but not limited to) technical failures, unauthorised intervention, fraud or any other causes beyond the control of the Promoter which corrupts or affect the administration, security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and, subject to any written directions given by the various Lottery Departments, to cancel, terminate, modify or suspend the competition.

LIABILITY AND RELEASE

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- 34) Except for any liability that cannot be excluded by law, the Promoter and its related entities (including their 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 Competition, including, but not limited to, where arising out of the following: (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 conditions of entry; (e) any tax liability incurred by a winner or entrant; (f) participation in the Competition and/or (g) redemption of the prize.
- 35) The Promoter and its related entities (including their officers, employees and agents) will take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.

PERSONAL INFORMATION

- 36) Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Competition (including for the purpose of identifying and notifying winners). Without limiting the foregoing, the Promoter may disclose entrants' personal information to other parties assisting in the administration of the Competition including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Competition. If the entrant consents, the Promoter, its related entities and business partners (as applicable) may also use the entrant's personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any or all of them. Nine will handle the entrants' personal information in accordance with Nine's Privacy Policy which is available on its website. Entrants may request access to or correction of their personal information by writing to: Privacy Officer, Nine Network Australia Pty Ltd, Legal Department, PO Box 27, Willoughby NSW 2068 or emailing privacy@nine.com.au.

PROMOTER

- 37) The Promoter is Nine Network Australia Pty Limited (ABN 88 008 685 407) of 24 Artarmon Rd, Willoughby, NSW 2068. You can contact the Promoter in relation to the Competition by mail to this address or by telephone to (02) 9906 9999.
- 38) Subject to state permit authority restrictions, the Promoter may amend these Terms and Conditions in its absolute discretion.