



Trip from Broome to Perth' Competition Giveaway in partnership with Intrepid Travel

Terms & Conditions

1. Permit Numbers: LTPS/19/32382, ACT TP 19/02805
2. The 'Trip from Broome to Perth' Competition Giveaway ("Promotion") commences on 11/03/2019 at 10.00 am AEST and final entries close at 11.59 pm AEST on 04/04/2019 ("Promotional Period"). The Licence No. for this Promotion is T19/273
3. Information on how to enter and the prizes form part of these Terms and Conditions.
4. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
5. Entry is only open to Australian residents aged 18 years or over.
6. The promoter is World Wide Fund for Nature Australia (WWF-Australia. ABN 57 001 594 074) of Level 1, 1 Smail Street, Ultimo, NSW 2007 ("WWF-Australia" or "Promoter").
7. Employees (and their immediate families) of the Promoter and its Partners (Intrepid Group 34 126 440 033) associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex- spouse, de-facto 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.
8. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, Promotion suppliers and as required, to Australian regulatory authorities. Validity of an entry is conditional on providing this information. Any personal information provided will be held in accordance with WWF-Australia's Privacy Policy which can be accessed at <http://www.wwf.org.au/privacy-policy#gs.GCOE8QA>
9. To enter, individuals must undertake the following steps during the Promotional Period:
 - a. Visit www.earthhour.org.au/get-involved/win and input the requested information including full name, and email address; and submit the fully completed entry form online. Incomplete or indecipherable entries will be deemed invalid.
10. Only one (1) entry permitted per person.
11. 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.
12. The winners will be drawn on Thursday, 11 April 2019 at 10AM AEST at Level 1, 1 Smail Street, Ultimo, Sydney, NSW 2007. One winner for the first prize, and ten winners for the 10 runner-up prizes, will be drawn randomly from all eligible entries received.
13. The total prize pool value is \$7390. The first prize is valued at \$6890, and 10 runner-up prizes are valued

at \$50 each.

14. The 10 runner-up prizes comprise gift packs of \$50 commercial value each, supplied by WWF-Australia (ABN 57 001 594 074). Each prize pack includes and is not limited to: one Earth Hour Planet to Plate Cookbook (\$40 retail value), and two plush toys (\$5 each).
15. WWF-Australia reserves the right to replace the prize packs with alternatives of equal value.
16. The first prize is a two-person Intrepid Travel trip on a 10-day itinerary from Broome to Perth Southbound. The first prize is valued at a total of AUD \$6890. Prize value is based on high season 2019 tour departures and return economy airfares including all airline taxes and government charges, departing from Melbourne or Sydney in AUD as quoted on 21 January 2019. The prize value may fluctuate based on available airfares at time of booking and tour availability and which airport the winner is travelling from. The first prize includes;
 - a. Domestic economy class flights for two people, inbound to Broome, and outbound from Perth. Airline is selected at Intrepid Travel's discretion.
 - b. A fully guided tour, including:
 - i. Meals: 9 breakfasts, 10 lunches, 9 dinners
 - c. Domestic travel and bus
 - i. Accommodation for 9 nights, to be selected at Intrepid Travel's discretion
 - d. Activities included:
 - i. Karijini National Park Entrance
 - ii. Ningaloo Reef Marine Park
 - iii. Kalbarri National Park Entrance
 - iv. Monkey Mia Dolphins
 - v. Nambung National Park (Pinnacles) Entrance
17. Eligible for travel before 30th March 2020. Travel blackout dates between 15th December 2019 – 15th January 2020
18. A minimum of 4 travellers must be confirmed on the Intrepid trip for the first prize winner booking to be confirmed on their requested date, please check at time of booking.
19. The first prize is supplied by Intrepid Travel Australia Pty Ltd (ABN 34 126 440 033). The Supplier reserves the right to replace the prize with an alternative prize of equal value if circumstances beyond the Supplier's control make it necessary to do so. The Promoter will not be responsible for any changes to the prize that are made by the Supplier.
20. Flights will be booked by Intrepid Travel.
21. The airline will be chosen by Intrepid Travel. Return economy flights will be booked the winner's closest Australian domestic airport.
22. Any changes to the flights will incur additional charges, for example but not limited to: if the winner wishes to fly with an alternative carrier, include a stopover or upgrade to business class. Please note that frequent flyer points will not be earned on the flights.
23. The winner is responsible for making their own way to and from the Australian domestic airport.
24. The winner and their travelling companion must travel on the same flights & the same tour departure.
25. The Promoter's decision is final, and no correspondence will be entered into.
26. Adequate and valid travel insurance, obtained at the winner's expense, is compulsory.
27. The first prize cannot be used on existing bookings or in conjunction with any other discounts or special offers.

28. Standard booking conditions apply, please refer to <https://www.intrepidtravel.com/au/booking-intrepid/booking-conditions>
29. The Promoter is not liable for any of the winner's other travel related expenses, such as; flight upgrades, travel insurance, any additional meals, any extra sightseeing or activities, any additional accommodation, personal spending money, passports, travel visas required, any other transport as required to and from departure point, and all other ancillary costs outside of items specified in item 16. Any additional or incidental costs or expenses that arise during the trip are not covered; these costs are the responsibility of the first prize winner to pay.
30. The first prize winner must have a valid passport or documents to travel within Australia. The Promoter is not liable for any stolen goods, medical expenses or personal harm resulting from this trip.
31. All winners will be notified by 5.30pm AEST on, Thursday 11 April 2019 via the email address provided at the time of entry and their first name and last initial will be published on the WWF-Australia Earth Hour website at www.earthhour.org.au/get-involved/win
32. The winners must claim the prize by replying to the winner announcement email within three months of the announcement. The first prize winner must provide all necessary details to facilitate the bookings for the expedition within three months of the announcement. At the conclusion of the three months, if no response is received by the Promoter, we will deem the prize as unclaimed and it will be redrawn on Monday, 15 July 2019 at 10AM AEST at Level 1, 1 Smail Street, Ultimo, Sydney, NSW 2007. Winners from the redraw will be notified by email and website (in accordance with item 26) and similarly given three months to claim the prize. Unclaimed prizes from the redraw will be returned to the prize pool, and will be redrawn on Monday, 14 October 2019, with a similar three-month claim period for redrawn winners. If by 14 January 2020 there are still unclaimed prizes, we will give notice and seek advice for disposal of prizes.
33. The Promoter's decision is final.
34. If the prizes are unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification subject to licence approval.
35. Total prize pool value is \$7390. The prizes, or any unused portion of the prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
36. Additional Travel Insurance information
 - a. Travel Insurance is mandatory to take part in this trip and must be paid for and organized by the winner
37. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are the winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
38. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
39. WWF-Australia may withdraw this Promotion or vary the Prize amount or otherwise amend these terms and conditions at any time.
40. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights

at any stage does not constitute a waiver of those rights.

41. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
 - a. to disqualify any entrant; or
 - b. to modify, suspend, terminate or cancel the promotion, as appropriate.
42. Any cost associated with accessing the Promoter's website for the purpose of entering this Promotion is the entrant's responsibility and is dependent on the internet service provider used. The Promoter makes no guarantee of the availability of its web services and will not be held responsible for interruption of service that may interfere with the ability to participate in the Promotion.
43. Nothing in these Terms and Conditions limits, excludes or modifies 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").
44. 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 the promotion, including but not limited to:
 - 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. Taking and/or use of the prize.
45. As a condition of accepting the prize, the winner must provide personal information, and sign any 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.
45. This agreement is governed by the law in force in the state of New South Wales, Australia. Any dispute arising in connection with these Terms and Conditions or in connection with WWF-Australia which cannot be resolved by good faith negotiations between us shall be referred to mediation or to arbitration. However, WWF-Australia reserves, at our absolute discretion, the right to instigate legal proceedings prior to negotiation, arbitration or mediation against any individual, organisation or entity, who in our opinion has acted in breach of these Terms and Conditions.