

## **Chance to win \$50,000**

### **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'**). Entrants must be over the age of 18, as of the date of entry.
4. Committee members, 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. The Promoter is Innisfail Game Fishing Club (the 'Promoter').

#### **How to enter**

6. To enter Eligible Entrants must, be a registered senior angler in the 2018 Innisfail Game Fishing Tournament with nomination fees paid in full.
7. All registered anglers will be entered into the major draw. Any attempt by an Eligible Entrant to gain an unfair advantage will result in disqualification. Entrant must be present at time of draw to be eligible pursuant to clause 16
8. A single entry will be selected at random to participate in a choose an Envelope activity.
9. The total number of Envelopes, the outcomes, and numbers for each are set out in the Schedule.
10. If Entrant is not present at time of draw then another entrant will be selected at random.
11. 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.
12. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

### **Number of Entries permitted**

13. One entry for every nominated senior angler, defined in clause 6.

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

14. The competition commences on 05/09/2018 at 6:00 PM AEST and closes 08/09/2018 at 7.15 PM AEST ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.

15. The Major Draw will be held at Innisfail on 08/09/2018 at 8.30pm.

The number of winners and prizes available at the Major Draw is specified in the Schedule.

16. An Eligible Entrant to the Major draw must attend a draw either in person or by a Proxy, who has been nominated in writing to the Promoter prior. All actions of any Proxy will be binding on the Eligible Entrant. If drawn, an Eligible Entrant (or their Proxy) will have 5 minutes to identify themselves. If an Eligible Entrant is drawn as a winner and fails to identify themselves (either in person or by Proxy), they will not be eligible and forfeit any claim to any prize.

18. At the Major Prize Event, one (1) successful entry will be drawn out from the barrel.

19. The promoter will continue to draw entries until one (1) successful finalist is selected (the 'Finalist') and they will be asked to select one (1) of a possible one hundred (100) envelopes.

Ninety (90) of the one hundred (100) envelopes will contain a message for a \$1,000 prize.

Five (5) of the one hundred (100) envelopes will contain a message for a \$2,000 prize.

Two (2) of the one hundred (100) envelopes will contain a message for a \$5,000 prize.

One (1) of the one hundred (100) envelopes will contain a message for a \$10,000 prize.

One (1) of the one hundred (100) envelopes will contain \$ a message for a 20,000 prize.

One (1) of the one hundred (100) envelopes will contain a message for a \$50,000 prize.

20. The Entrant chosen will only be given one chance to select an envelope and can only win one prize.

21. The winner's names will also be published on 11/09/2018 at [www.igfc.com.au](http://www.igfc.com.au) and Innisfail Game Fishing Club Facebook page @innisfailgamefishingclub.

22. Prizes will be sent within 28 days of the Major Prize Event.

### **Major Prize on offer**

24. The total Major prize pool is valued at up to \$50,000 (Including GST), as at 07/06/2018.

25. The total number of competition winners in this competition is one (1). The prizes on offer are:

### Major Draw Event winners:

Number of winners	Prize description	Maximum potential value
One (1)	Winner gets a chance to win either: a) \$50,000 Bank deposit/ cheque b) \$20,000 Bank deposit/ cheque c) \$10,000 Bank deposit/ cheque d) \$5,000 Bank deposit/ cheque e) \$2,000 Bank deposit/ cheque f) \$1,000 Bank deposit/ cheque	\$50,000

26. For the Major prize your name on your entry must be that of an eligible bank account to which a cheque can be cashed. The Promoter will take reasonable steps to send cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks.

### Further Terms and Conditions

27. 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.

28. 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.

29. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence. 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.

so. 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) 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.

31. 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.

32. 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. No responsibility is accepted for late, lost or misdirected entries.

### **Privacy Collection statement**

33. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the individual venue (identified in the Schedule) and 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 or venue.

34. 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 disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. 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 on request.

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

35. 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.

36. 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.

37. 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.

38. 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.

39. Any cost associated with accessing the promotional website is the entrant's responsibility and

is dependent on the Internet service provider used.

40. 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').

41. 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.