

GENERAL TERMS

1. Information on how to enter the Abell Point Clipper photo competition (**Competition**) and prize details form part of these terms and conditions of entry. By participating, entrants agree to be bound by these conditions.

PROMOTER'S DETAILS

2. The Promoter is Abell Point Marina (ACN 135834039) of Abell Point Marina, Shingley Drive, Airlie Beach, QLD 4802 (**Promoter**).

DURATION OF COMPETITION

3. The Competition will take place from 9:00am AEST 13 January 2018 – 5:00pm 29 January 2018 (**Competition Period**)

ELIGIBILITY CRITERIA

4. Entry is open to individual who, at the time of submitting the entry and for the term of this Competition:
 - a. are each over the age of 16;
 - b. have no prior criminal convictions;
5. Entrants warrant that they are entering this promotion in a wholly private nature and are not entering on behalf of a business or enterprise activity they are involved in.
6. The Promoter reserves the right to verify the validity of all entries and to disqualify any Entrant whom the Promoter believes either has tampered with the entry process or has submitted an entry that is not in accordance with these terms and conditions.
7. Multiple entries per person will be accepted.

HOW TO ENTER

8. To enter, each Entrant must, during the Competition Period:
 - a. Share their photo to Facebook or Instagram (Abell Point's page or their own personal page) tagging **@abellpointmarina** in the description and using the hashtags **#abellpointmarina #ClipperRace #lovewhitsuandays** OR
 - b. Email their photo with description to marketing@abellpointmarina.com
 - c. Ensure the post is listed as public
9. Entry in the Competition is by way photo submission (with relevant hashtags) to Abell Point Marinas Facebook/ Instagram page or via email. Entrants are responsible for their own costs associated with submitting the photo.
10. Entrants will be checked prior to selection of conditions outlined in clause 15 and 16. Entrants must be a follower of our social pages (Facebook/ Instagram) throughout the competition period.

11. Entries must be received by times specified in section 3. The time of entry will in each case be the time the entry is received by the Promoter and not at the time of submission by the Entrant. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries including delays in the delivery due to technical disruptions, network congestion, failure on the part of the entrant to correctly enter his/her details or for any other reason.
12. Entries not completed in accordance with these terms and conditions, and any incomplete, indecipherable or inappropriate entries, will be removed and deemed invalid.
13. 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. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. Should an Entrant's details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter. Failure to do so may result in disqualification.

SELECTION DETAILS

15. All eligible Entrants who have validly entered the Competition during the Competition Period will be entered into the competition. The Major Prize draw will take place at the offices of Abell Point Marina, Shingley Drive, Airlie Beach, QLD 4802 at 10AM (AEST) on 30 January 2018 (**Participating Entrants**).
16. The Winning Entrant will be at the final discretion of a panel at the marina.
17. This is a game of chance addressing entry criteria in accordance with clause 8.
18. All Entrants warrant that the information submitted as part of this Competition is accurate. In accordance with clause 15 and 16, if any of the details provided in the entry form are, in the Promoter's absolute opinion incorrect or inaccurate in any way, then the Promoter has the right to automatically disqualify the Entrant.
19. The Promoter's decision in relation to any aspect of the Competition is final and binding and the Promoter will not enter into any correspondence regarding the result, including in the event of a dispute.
20. The Winning Entrant's name will be published on the Abell Point Marina social media channels/ website from 30 January 2018.

PRIZE

21. There is one Major Prize to be won. The winning entrant will receive the following:
 - 2 nights accommodation in the Whitsundays (valued at \$500)
 - \$200 Hemingway's Restaurant Voucher
 - Bottle of French Champagne
 - Clipper Round the World Merchandise Pack
 - Airlie Beach – Where We Live, Coffee Table Book

22. The Promoter accepts no responsibility for any variation in the value of the prizes. The Promoter and its associated agencies and companies accept no responsibility for prizes damaged or lost in transit.
23. If the Promoter is unable to supply the Major Prize, or part of the Major Prize, the Promoter reserves the right, subject to the written directions of any competent authority, to supply another Major Prize, or part of the Major Prize, of greater or equal value.
24. All other costs associated with the Major Prize not detailed in clause 33, ancillary costs are the responsibility of the Winning Entrant. The Prize is subject to any additional terms and conditions specified by the various suppliers of the Major Prize.
25. The provision of alcohol as part of the Major Prize package is subject to the House Policy and Responsible Service of Alcohol principles (a copy of which is available upon request) as exercised by management and staff of the venue.
26. This prize is not transferrable/exchangeable nor redeemable for cash.
27. Only one Entrant can win the Prize. Individual elements of the Prize cannot be substituted. Prize is fixed to description above at clause 23, subject to clause 35.
28. The prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable or redeemable for cash. The Promoter will not be liable in the event that the winning entrant does not take, or is unable to use, the prize or any portion of it for any reason.
29. Entrants grant the Promoter permission to communicate with them by email and/or telephone in order to provide instructions as to how the winning entrant is to claim the prize and establish his/her entitlement to it.
30. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize. Any taxes (other than GST, if any) which may be payable as a consequence of receiving the prize are the sole responsibility of the winning entrant.

CONDITIONS OF ACCEPTANCE

31. It is a condition of accepting the prize that the Winning Entrant:
 - a. must comply with all the conditions of use of the Prize requirements;
 - b. may be required to sign a legal release in a form determined by the Promoter in its absolute discretion, releasing the Promoter from and indemnifying the Promoter against any liability arising from the use of or participation in the prize;
 - c. must accept and redeem the prize by 1 March 2018 (**Prize Expiry Date**);
 - d. agree, at the Promoter's request, to participate and co-operate as required in any promotional activity including, but not limited to, being interviewed, photographed and allowing the Promoter to video record the Winning Entrants. The Winning Entrant consents to the Promoter using such footage and photographs together with the winner's name, voice, video entry, image and likeness for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference to the winner.

- e. agree to adhere to the Privacy Act 1988 (Cth) as outlined the Privacy Consent clause.

UNCLAIMED PRIZE

- 32. If, despite every reasonable effort to contact the Winning Entrant, the prize is not accepted by 1 March 2018 at 11:59 PM, the Promoter will seek any necessary regulatory permissions to conduct a redraw. If all necessary permissions are granted, an alternate Winning Entrant will forfeit the prize and the second highest ranked participating entrant will receive the prize.
- 33. If, despite every reasonable effort to contact the alternate Winning Entrant, the prize is not accepted within three months of the redraw, the Promoter will seek any necessary regulatory permissions to conduct a further redraw as soon as practicable, and will repeat this process until the prize is accepted.
- 34. Subject, where relevant, to any directions given under the legislation regulating the Competition, if the prize is:
 - i. not utilised by the Winning Entrant by the Prize Expiry Date; or
 - ii. forfeited for any reason, the relevant Winning Entrants entry will be deemed invalid. An Unclaimed Prize Draw Date will be held as per the terms above.

NO LIABILITY

- 35. The prize may come with guarantees from the prize provider that cannot be excluded under the Australian Consumer Law. If those guarantees are not complied with, then you will have rights under the Australian Consumer Law. Subject to those guarantees and rights, the Promoter shall not be liable, and excludes all liability (including negligence), for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Competition, or the use of any component of the prize, except for any liability which cannot be excluded by law.
- 36. The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the Competition including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- 37. To the fullest extent permitted by law and without limiting any other conditions of entry, the Promoter may, in its discretion, terminate, modify, or suspend the Competition, subject to any directions given by any relevant authority. All entrants participating in the Competition at the point of termination, modification or suspension in the Competition at the point of termination will be notified by the Promoter in writing. In the event of modification or suspension of the Competition, the entrant may choose to terminate their participation in the Competition at no cost.

38. If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Competition), the Promoter reserves the right, in its sole discretion, to disqualify any entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
39. 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 terms and conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

PRIVACY CONSENT

40. All entries remain the property of the Promoter. The Promoter collects personal information in order to conduct the Competition, to assist in providing the products or services an entrant has requested (if any), and to improve its products and services. The Promoter or any of its related companies may use the information for promotional, marketing, publicity, research and profiling purposes, and may be in touch by any means (including telephone, email or SMS) at any time to let you know about products, services or promotional activities which may be of interest to you until you inform the Promoter otherwise.
41. The Promoter may also share your information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions (including administering the competition or trade promotion or distributing prizes). The Promoter may also disclose your personal information in accordance with these terms and conditions if you are the prize winner, and as required, to Australian regulatory authorities.
42. The Promoter is not responsible for content included therein any submitted entry video, and are not liable for any ramifications, incidence or damage exposed by entrant video submissions.
43. The Promoter is not liable for any privacy breached by the platform utilised to enter the competition. Abell Point Marina acknowledge and follow the privacy policy of Facebook <https://www.facebook.com/policies> for the purpose of the competition period.