

**Touch Football Australia x Spirit of Tasmania  
Win a Trip Promotion  
Terms & Conditions**

**PROMOTERS**

The promoters are:

**Touch Football Australia Limited** of Suite 1/18 Napier Close, Deakin ACT 2600

**ELIGIBILITY**

1. The following individuals are not eligible to win a prize: employees, contractors, representatives, agents, directors, and officers of the Promoter and parent, subsidiary, or affiliated companies, marketing agencies, and any other parties involved in the administration of the Competition (collectively, the "Competition Parties") By participating in this Competition, participants agree to be bound by these official rules ("Official Rules") and by the decisions of the Promoter in all matters relating to the Competition.

**COMPETITION PERIOD**

2. The competition period runs from Tuesday 30 August 2022 at 10:00am and ends 30 September at 16:00 p.m. (AEST)

**HOW TO ENTER**

3. Register any team and individual team members into the 2022 Cold Climate Classic event via [this link](#). and you'll be automatically entered into the draw. One entry per registered participant only.

**PRIZE**

4. There are four (4) prizes in total each being four separate \$1,000 Spirit of Tasmania Travel Vouchers. Total prize value is \$4,000.

Voucher is valid for three years from the date of issue and will expire at midnight on the date stated on the voucher. Voucher amount is in Australian dollars. Gift vouchers cannot be redeemed for cash, are non-transferable and can only be redeemed by the person named on the gift voucher. Gift Vouchers only apply to direct bookings and cannot be used for travel agent bookings. Gift vouchers can only be used to pay for travel on an available Spirit of Tasmania sailing and cannot be used to purchase other goods and services offered by TT-Line Pty Ltd. Gift voucher payments are accepted at time of booking and or when paying for an amendment to an existing booking. The Gift voucher number must be quoted/entered at the time of payment. Any outstanding difference between the voucher and total cost of booking must be paid at the time of payment. Remaining credit on the voucher can be used for subsequent travel but must be redeemed before the voucher expiry date. Spirit of Tasmania's terms and conditions of carriage, refund policy and relevant fare rules apply to bookings made using the voucher.

Trip dates, vehicle space and accommodation type are all subject to availability and may not coincide with the dates of the Cold Climate Classic event.

5. Odds of winning depend on the number of entries received. Winners are solely responsible for all federal, state, local, or other applicable taxes associated with the acceptance and use of prize. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

6. As a condition of receiving any prize, the winner must comply with any documents requested by Promoter including but not limited to, an affidavit of eligibility and publicity/liability release. Failure to sign and return

any requested documents by the specified return date will result in disqualification of the winner and the forfeiture of all interest in the prize.

7. A winner may be void if; (i) they are determined to be ineligible, or if (ii) they fail to respond to the initial verification message after three (3) attempts (whichever occurs first) .

#### **DRAW INFORMATION**

8. The draw will be conducted by a random number generator to select winning entries. The time of the draw will be within 24 hours of the competition end date of 16:00pm on the 30<sup>th</sup> September. Winners will be notified in person by the Promoter (TFA).

#### **LIMITATION OF LIABILITY AND RELEASE**

9. By participating in the Competition or accepting a prize, entrants agree that the Competition Parties ("Released Parties") are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete, or delayed entries all of which will be void. To the fullest extent permitted by applicable law (including the Australian Consumer Law), Released Parties are also not responsible for problems related to unauthorized human intervention or for technical malfunctions of electronic equipment, computer online systems, servers, or providers, computer hardware or software failures, phone lines, traffic congestion on the internet or any website, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled, or misdirected communications, which may prevent the receipt of an entry or otherwise limit an entrant's ability to participate in this Competition. Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Competition, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Competition, the processing of entries, the announcement of the prize or in any Competition-related materials. As a condition of entering, entrants agree (and agree to confirm in writing if requested by Sponsor) that to the fullest extent permitted by applicable law: (a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, indirect, special, exemplary, or consequential damages and (b) that any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

#### **LEGAL WARNING**

10. Any attempt by an individual, whether or not a participant, to deliberately undermine the legitimate operation of this competition is a violation of criminal and civil laws, and should such an attempt be made, sponsor reserves the right to seek damages and diligently pursue all remedies against any such individual to the fullest extent permitted by law.

#### **SPONSOR'S RESERVATION OF RIGHTS**

11. If the Competition is not capable of running as planned for any reason, including without limitation, due to a force majeure event or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Competition, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process or otherwise acts in violation of these Official Rules, and to cancel, modify, or terminate the Competition. In the event of cancellation, Sponsor reserves the right to award the prizes in its discretion based on all eligible, non-suspect entries received prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, the entrant's sole remedy shall be another entry into the Competition.

12. Governing Law, Jurisdiction, and Severability: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Competition, shall be governed by, and construed in

accordance with, the laws of New South Wales, without giving effect to any choice of law or conflict of law rules. By entering, entrants agree to the jurisdiction and venue of the state and local courts located in New South Wales for the resolution of all disputes and agree that any and all disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

**PRIVACY**

13. Any personally identifiable information collected during an entrant's participation in the Competition will be collected by Promoter or its designee and used by Promoter for the proper administration and fulfilment of the Competition and as otherwise described in these Official Rules and in accordance with the Promoter's Privacy Policy.