

# TERMS AND CONDITIONS – THE GHAN

By entering into the competition “The Ghan / Two Tracks to The Ghan”, you (the **Entrant**) acknowledge, accept and agree to the following terms and conditions, as amended from time to time and displayed on the Promoter’s webpage.

- 1. Competition**      The Ghan or Two Tracks to The Ghan
  
- 2. Promoter**      **Participating Stations:** Mix104.9 Darwin, 4CA Cairns, Power100 Townsville, 4MK Mackay, 4RO Rockhampton, 4CC Gladstone, 4BU Bundaberg, Zinc96 Sunshine Coast, River949 Ipswich  
  
*Registered business name of*  
Grant Broadcasters Pty Ltd ABN 66 000 667 470  
Level 3, Suite 303, 10-12 Clarke St, Crows Nest, NSW 2065
  
- 3. When to enter**      **Start:**    Monday 2 March 2020  
**Finish:** 1pm 27 March 2020  
  

**(Promotional Period)**
  
- 4. Who can enter**      Entry is open to residents of Australia who are aged 18 years or over.  
  
Entrants must not be the employees or the immediate family members (spouse; de facto spouse; or natural, adopted or step, parent, child, or sibling) of the employees of the Promoter, the Prize provider(s), of any of the suppliers or agencies associated with this competition, or of any of the related bodies corporate (as that term is defined in s50 of the *Corporations Act 2001 (Cth)*) of the Promoter, the Prize provider(s), or of those suppliers or agencies. **(Eligible)**
  
- 5. How to enter**      To be entered into the Competition, Eligible Entrants must, during the Promotional Period:  
  - Be the random caller through on the nominated contest phone number upon hearing the ‘cue to call’**Entrants can only enter in their own name and may not enter on behalf of another person.** **(Eligible)**  
  
Any entries that:
  - are made more than once;
  - contain incorrect information;
  - are incomplete or incomprehensible;
  - contain or depict illegal, offensive or discriminatory content; will be disqualified and will not be eligible for the Competition.
  
- 6. Number of entries**      Entrants can enter on multiple occasions
  
- 7. Prize description**
  - There will be **one major prize** for this promotion inclusive of:  
1 x Gold Twin share cabin (2 pax) on The Ghan in our shoulder season during October/November 2020 or March 2021. Booking dates will subject to availability.
  - This is for a 3 day/2-night journey on The Ghan from Adelaide to Darwin. This trip is valued at approx. \$2699 per person/\$5398 total.
  - Economy airfares to Adelaide to begin journey with overnight accommodation in

Adelaide, min 3 star. Overnight accommodation in Darwin at end of journey (if required) with return airfare from Darwin to origin.

- Meals, transfers or any other incidentals are at the expense of the winner

Prize contents or description may change at the discretion of Grant Broadcasters. (the **Prize**)

**8. Prize valuation**

Up to AUD\$6000

**9. Prize restrictions**

If the winner or their chosen travelling companion does not meet all the Prize restrictions in this section 10 they may not be able to participate in the Prize and their portion of the Prize may be forfeited.

*General*

- No part of the Prize can be exchanged or redeemed for cash or any other prize.
- The Prize cannot be transferred to another person.
- The Prize is subject to the standard terms and conditions of the Prize provider(s), the airline, and the hotel and any other suppliers or providers.
- The Prize only includes the items listed. All additional costs are the sole responsibility of the winner and the winner's travelling companion.
- Frequent flyer points will not be awarded and do not form part of the Prize.
- **In consideration for accepting his or her portion of the Prize, the winner's travelling companion is deemed to have accepted, and be bound by, these Terms and Conditions in so far as they apply to the winner's travelling companion.**

*Availability*

- The winner's travelling companion must be over 18 years of age at the date of departure of the Prize.
- The winner and the winner's travelling companion must be available to fly on the Prize dates, or on any alternative dates required by the Prize providers or suppliers due to availability, black-out periods or unforeseen circumstances. The winner cannot transfer the Prize to other dates or other locations.
- Flights and hotel are subject to change at the Promoter's discretion.
- All parts of the Prize must be taken together or are deemed to be forfeited.
- The winner and their travelling companion must depart from and return to the same departure city and must travel together.

*Documentation*

The information in this section is not travel advice; the winner and their travelling companion must obtain their own travel advice. The Prize does not include any of the costs of the items included in this section.

**It is the sole responsibility of the winner and the winner's travelling companion to ensure that they each have as at the date of departure of the Prize:**

- No criminal records.
- No health conditions that would disqualify them from flying or prevent entry into the United States of America.
- **Valid passports:** The winner and the winner's travelling companion must each have, or must each obtain prior to the date of departure of the Prize, a passport valid for entry into the United States of America, which may include depending on nationality, a machine readable passport (E-Passport) with at least 6 months remaining before the passport expiry as at the date of departure of the Prize.
- **Visas or visa waivers:** The winner and the winner's travelling companion must each obtain valid visas (if required by their nationality) or register for the USA Visa Waiver Program and receive confirmation of that registration prior to the date of departure of the Prize.
- **Travel insurance:** The winner and the winner's travelling companion must each have, or must each obtain prior to the date of departure of the Prize travel insurance covering all contingencies for the Prize.
- **Credit card:** The winner will be required to provide a credit card and their passport upon checking into the hotel. If the winner does not have a valid credit card the hotel may ask for a cash deposit to cover any incidentals.

#### *Responsibilities*

- The winner and the winner's travelling companion will be solely responsible for their actions and behaviours while travelling overseas, including but not limited to dress regulations, state and cultural laws, infringements, fines.
- The Promoter is not responsible for the cancellation, delay and/or rescheduling of any part of the Prize and any resulting costs incurred by the winner or the winner's travelling companion.
- The Promoter makes no representations about the travel destination or any government travel warnings to the travel destination. The choice to fly and/or travel is the sole responsibility of the winner and the winner's travelling companion. Prize winners are urged to avail themselves of all updated travel advice and warnings on the [http://smartraveller.gov.au/Countries/americas/north/Pages/united\\_states\\_of\\_america.aspx](http://smartraveller.gov.au/Countries/americas/north/Pages/united_states_of_america.aspx) web site.
- There may be additional costs such as an occupancy tax that will be collected directly from the guests. These costs are not included in the Prize.
- No compensation or alternative travel plans will be arranged if the Prize winner and or their guest miss their outbound or return flights or fail to meet any check in requirements. These costs will be the responsibility and expense of the winner and the winner's travel companion.

**10. Prize Draw** Computerised random selection from a pool of Eligible Entries at 1.15pm AEST on Friday 27 March at the Promoter's Sunshine Coast studio: 17 Carnaby Street Maroochydore QLD 4558.

**11. Notification of winner** On Friday 27 March the Promoter will notify the winner by telephone using the contact details supplied in original contest phone call.

The winner's name will be announced on air on Monday 30 March on participating radio stations.

## **12. Forfeit and Redraw**

If the winner cannot be contacted by telephone (following reasonable efforts by the Promoter) by 2pm AEST on Friday 27 March the Promoter has the discretion to withdraw the Prize, following which the first winner is deemed to have forfeited.

The Promoter may then redraw the prize by computerised random selection from a pool of Eligible Entries at 2.15pm AEST on Friday 27 March

## **13. Issuing the Prize**

The winner, after being contacted by a representative of Grant Broadcasters by telephone and email, will be referred to nominated travel representative for processing.

The nominated travel representative will deliver documentation including airline itinerary, transfers and hotel booking information to the winner at the email address provided on the winner's entry form prior to the date of departure of the Prize.

Arrangements to include the provision of the prize cash component will be made between the winner and the nominated travel representative prior to the date of departure of the Prize.

## **14. Publicity**

As part of the Prize the Promoter will require the winner to participate in radio interview(s), and may require the winner to participate in video interviews published on the Promoter's websites and on the Promoter's social media pages about the winner's experience before, during or after their trip.

The winner may also be required to provide a statement, photos or videos from their experience which will be broadcast on air and/or published online on the Promoter's website and on the Promoter's social media pages

## **15. Privacy**

By entering this Competition all Entrants accept the Promoters' Privacy Policy as amended from time to time and available on the participating radio station websites.

All Entrants' details are automatically entered on the Promoter's promotions database. The Promoter also maintains a record of the winner's details.

By entering into this Competition, each Entrant consents to his or her personal information (as that term is defined in the *Privacy Act 1988 (Cth)*) being used for:

- the purpose of distribution of the Prize by the Promoter, the Prize provider(s) and third parties;
- publicity purposes by the Promoter for the purpose of the Competition, including broadcast on radio and publication online and on social media of the Entrant's first and last name, the Entrant's suburb and state of residence, and the Entrant's likeness, voice and character if that Entrant is the winner;
- direct marketing by the Prize provider(s) for goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material); and
- direct marketing by the Promoter for future competitions and other goods and services (Entrants can elect to opt out at any time by selecting 'unsubscribe' when they receive direct marketing material).

## 16. General Terms and Conditions

- a) The Promoter and its representatives may conduct security and identification verification checks in their absolute discretion to confirm whether an Entrant is eligible to enter the Competition and whether any winner drawn is eligible to win the Prize.
- b) The Promoter reserves the right to disqualify entries if those entries do not comply with these Terms and Conditions.
- c) The Promoter reserves the right to disqualify entries where the Entrant has tampered with the entry process or tampered with the operation of the Competition or any website of the Promoter or engaged in any improper conduct calculated to affect the fairness of the Competition. The Promoter further reserves its rights to recover costs from any Entrant who engages in this conduct.
- d) All decisions by the Promoter are final and at the discretion of the Promoter. The Promoter will not enter into discussion or correspondence about any decisions affecting this Competition.
- e) The Promoter is not responsible for:
  - i) lost, late or misdirected entries; or
  - ii) any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing any Entrant from successfully entering the Competition.
- f) The value of the Prize is accurate and based upon the recommended retail value of the Prize (inclusive of GST) as at the start date of the Promotional Period. The Promoter does not accept responsibility for any variation in the value of the Prize after that date.
- g) If the Prize or a portion of the Prize is unavailable for any reason the Promoter reserves the right to substitute the Prize (or that portion of the Prize) for a prize of equal or greater value and/or specification, subject to the written directions of any regulatory authority.
- h) Despite any other term or condition of these Terms and Conditions, the Promoter reserves the right to withdraw the Competition at any time and for any reason whatsoever, subject to any regulatory requirements.
- i) Each Entrant, the winner and the winner's travelling companion release from, and indemnify the Promoter, the Prize provider(s) and their related bodies corporate against, all loss, (including but not limited to indirect or consequential loss), damage, expense and personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) arising from the participation in the Competition or acceptance of the Prize, except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).
- j) A winner and the winner's travelling companion have rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter or the Prize provider(s) will be rendered with due care and skill and that any goods will be of acceptable quality. These Terms and Conditions do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the Prize awarded under these conditions of entry and will not be responsible for breach of any such implied terms.

- k) The Promoter does not accept responsibility for any tax or other financial implications that may arise from winning of the Prize. Entrants must obtain their own independent financial advice.
- l) Failure by the Promoter to enforce any of its rights under these Terms and Conditions does not constitute a waiver of those rights.