

## Terms and Conditions

Australian Marine Conservation Society ABN 53 409 718 351

Address: 4/145 Melbourne St, South Brisbane QLD 4101

Phone: (07) 3846 6777

AMCS Diveplanit Air Niugini 2024 Competition: 8th May 2024 - 31st August 2024

## Terms and Conditions

1. All entries for the AMCS Diveplanit Air Niugini 2024 Competition are subject to these terms and conditions.
2. Open to Australian residents only (excluding residents of ACT and SA).
3. In these Terms and Conditions:
  - a. **Participant** means a person who is eligible to participate in the AMCS Diveplanit Air Niugini 2024 Competition;
  - b. **AMCS Diveplanit Air Niugini 2024 Competition** means the Australian Marine Conservation Society's trade promotion conducted by AMCS in accordance with these Terms and Conditions;
  - c. **Website** means website located at [www.marineconservation.org.au](http://www.marineconservation.org.au) accessible on the internet through the World Wide Web or via other wireless platforms connected to the internet;
  - d. **Promoter** means the Australian Marine Conservation Society.
  - e. **AMCS** means the Australian Marine Conservation Society.
4. Employees of AMCS and their immediate families are ineligible to enter.
5. Board Members of AMCS and their immediate families are ineligible to enter.
6. The AMCS Diveplanit Air Niugini 2024 Competition commences 12.00am (AEST) Wednesday 8th May 2024 and ends at 11:59pm (AEST) on Saturday 31st August 2024 (Promotion Period).
7. Participants under the age of 18 are not eligible for entry.
8. Prizes will be drawn at 3:00pm (AEST) on Monday 2nd September 2024 at the Promoter's premises 4/145 Melbourne St, South Brisbane QLD 4101.
  - a. Prizes will be drawn via [www.randomdraws.com.au](http://www.randomdraws.com.au)
  - b. Winners will be notified by email within two business days of the draw and their names will be published on [www.marineconservation.org.au](http://www.marineconservation.org.au).
  - c. If any prizes are unclaimed, an unclaimed prize draw will take place at 12pm on 30th September 2024 at the Promoter's premises. The winners will be notified by telephone and email. Winners' names will also be published on the AMCS website.
9. Each participant that enters the AMCS Diveplanit Air Niugini 2024 Competition agrees to be bound by these Terms and Conditions.

## How to Enter

To participate in the AMCS Diveplanit Air Niugini 2024 Competition, a Participant must:

1. Sign up to receive AMCS communications.
  - a. The Participant must remain signed up to receive AMCS communications until the end of the Promotion Period.
2. The Promoter however reserves the right at its sole discretion, but subject to State and Territory legislation, to not accept an entry or entries of any Participant, including if the entry contains anything slanderous or defamatory or is otherwise objectionable in any way. If the Promoter determines not to accept the entry of a Participant they will no longer receive AMCS communications.
3. This competition is opt-out, meaning that entry is automatic by the completion of the steps set out in clauses 8 and 9. If Participants no longer wish to participate in the competition - they must notify AMCS through written correspondence (e-mail is acceptable to [supporter@amcs.org.au](mailto:supporter@amcs.org.au)).
4. Participants in the AMCS Diveplanit Air Niugini 2024 Competition are not permitted multiple entries.
5. All decisions as to whether a Participant's entry has been incorrectly submitted, is incomplete or is included in the AMCS Diveplanit Air Niugini 2024 Competition by the Promoter will be at the sole discretion of the Promoter, subject to State and Territory legislation. The Promoter and its agencies associated with the AMCS Diveplanit Air Niugini 2024 Competition are not liable and do not accept responsibility for an error, omission, interruption, deletion, defect, delay in delivery or delivery failure that may result in a Participants entry not being received or received properly, or once received being included by the Promoter in the AMCS Diveplanit Air Niugini 2024 Competition. This includes any errors or failures that are caused by the Promoter and its agencies, including those arising out of any negligence or breach of duty on their behalf.
6. The winning participant of the holiday must provide photos and a review of the experience to AMCS within two weeks of redeeming the prize.
  - a. Further, the winning participant must also be available to AMCS for an interview after the prize has been redeemed, so that AMCS may collect information on their experience.
  - b. AMCS may share this communication through social media, email and other forms of communication as we see fit.
  - c. AMCS may share this communication, including photos, with sponsors Diveplanit, Walindi Plantation Resort and Air Niugini.

## **Total Prize Pool: \$8,340**

### **First Prize: 7-Night Dive Holiday for 2 at Walindi Plantation Resort - including flights**

1. The first prize draw winner is only eligible to win this prize, so long as they adhere to all terms and conditions in this document.
2. The first prize draw winner will receive a diving & accommodation package for two people to Walindi Plantation Resort, inclusive only of the allowances below:
  - a. Air Niugini return economy flights to Hoskins, Kimbe Bay, Papua New Guinea from Brisbane or Cairns.
  - b. Accommodation for two persons, for 7 nights in a Bungalow at Walindi Plantation Resort.
  - c. 3 gourmet meals daily.
  - d. 5 day diving - 2 dives per day including tanks, weights and dive guide.
  - e. Daily laundry service.
  - f. Return airport transfers.
3. Valid for travel until 1 May 2025. Black out periods: 20 Dec 2024 to 5 Jan 2025, 18-22 Apr 2025, and all local public holidays.
4. The winning participant must alert AMCS at least six weeks in advance from when they wish to redeem the prize.
5. The prize must be redeemed and completed by the participant before 31 May 2025 or it will be forfeited. It is up to the participant to ensure they redeem the prize early enough for the trip to be completed, otherwise they may risk forfeiture.
6. Travel insurance, spending money, additional hotel costs if needed, \$10 per day Environmental & Safety Fee, spending money and gratuities are not included.
7. Please note that the holiday prizes must be taken on dates agreed to by the prize supplier and cannot be taken during peak periods.
8. All non-mandatory items of personal nature, and medical costs for vaccinations are at the expense of the prize winner.
9. Prizes are not transferable and not redeemable for cash or exchange.
10. Cancellations within 30 days of travel will result in forfeiting of the prize.
11. If the winner of the prize is under 18 years of age, the winner must be accompanied by an adult during the entirety of their trip.
12. The winner must travel on the same flights and itinerary as their traveling companions.
13. The Promoter and sponsors will not be responsible for any expenses incurred by the prize winner.

### **Flights**

14. The prize includes for two persons return Economy best available flights from Brisbane/Cairns international airport.
15. Tickets are not transferable.
16. No changes can be made to travel dates or routing after departure.
17. Reservations are subject to the availability of seats in the appropriate class of travel at the time the request is made.
18. The winner must arrange at their own cost, travel to their nearest capital city.
19. The travel prize cannot be used as part of payment for another airfare package. Frequent flyer points cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Travel restrictions & blackout dates apply.

## **Notifying Participants of Results**

1. All prizes will be drawn at 3:00pm (AEST) on Monday 2nd September 2024.
2. Winners will be notified through telephone and email within two business days after the draw.
  - a. Winners have 3 months to accept the prize.
  - b. If the prize is not accepted by the winner or the winner cannot be contacted within four weeks from the draw date, the prize will be forfeited by the original winner and a new winner will be drawn.
  - c. If the winner rejects the prize, they must do so through written correspondence. From the time AMCS receives written correspondence of rejection of the prize, the prize will officially be forfeited and AMCS reserves the right to draw a new winner.
3. 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.
4. 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 generation and use of "scripting" is not permitted and will not be accepted.
5. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
6. 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").
7. 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 Participant; or
  - f. use of a prize.