



BROADSHEET MEDIA X PHILLIP ISLAND GETAWAY COMPETITION TERMS & CONDITIONS

PROMOTION DETAILS

1. By participating in the Broadsheet Media x Phillip Island Getaway competition (**Promotion**), each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. The promoter is Broadsheet, trading as Broadsheet Media Pty Ltd, ABN 20 131 593 201 of Level 1, 231 Smith Street, Fitzroy, VIC 3065 (**Promoter**).
3. Permits: Authorised under NSW: [TP/01914], ACT:[ACT TP 22/01039.1],
4. The Promotion commences at 09:00 AEST on Friday 10th June 2022 and closes at 12:00 AEST on Friday 15th July 2022 (**Promotion Period**).
5. Entry is open to Australian residents (excluding residents in NT and SA) only who are over 18 years of age at the end of the Promotion Period (**Eligible Entrant**).

HOW TO ENTER

6. To enter this Promotion, Eligible Entrants must go to <https://www.broadsheet.com.au/national/travel/article/win-phillip-island-getaway> and complete and submit the relevant entry form by entering their details, including first name, last name and email address.
7. Eligible Entrants who are a Broadsheet Access members must enter via the entry form labelled "Broadsheet Access Members" located at <https://access.broadsheet.com.au/offers/win-a-phillip-island-getaway> and they will be entered into the draw three (3) times. To be eligible to receive three (3) chances to win, Eligible Entrants must login using their Broadsheet Access details before submitting the form.
8. Eligible Entrants who are not Broadsheet Access members can complete and submit the form via the entry form located at <https://www.broadsheet.com.au/national/travel/article/win-phillip-island-getaway> and they will be entered into the draw once.
9. Multiple entries are not permitted.
10. Entrants can only enter in their own name. Entering under a false name/s may invalidate all entries. Multiple entries under different names and/or different email addresses may also invalidate all entries at the Promoter's discretion. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the Promotion is prohibited and may render all entries submitted by that individual invalid.
11. Employees of the Promoter, immediate family members of any employee, and any associated company or agency of the Promoter are not eligible to enter.
12. Entrants may be required to provide proof of identity, proof of age, proof of residency and/or proof of Broadsheet Access membership (as applicable) to verify their entry (**Proof of Identity**). Identification considered suitable for verification is at the Promoter's discretion. If an entrant/winner fails to provide Proof of Identity by the time and date stipulated by the Promoter, their entry/prize claim will be deemed invalid at the Promoter's discretion.
13. Entries not completed in accordance with these terms and conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.

DRAW AND PRIZES

14. The prize draw will take place at Level 1, 231 Smith St Fitzroy, VIC 3065 at 17:00 AEST on Friday 15 July 2022.
15. The first complete, eligible entry drawn will win the prize as described below. The Promoter will draw three (3) reserve entries and record them (in order drawn) in case an invalid entry or ineligible entrant is drawn as a provisional winner or the provisional winner fails to claim or is unable or unwilling to accept the prize or the Promoter is unable to contact the provisional winner.
16. There is one (1) prize available. The prize is an overnight stay for six (6) people at Five Acres in Phillip Island on Saturday 6th August, 2022. The prize includes:
 - a. An overnight stay package for six (6) people at Five Acres. Package for six (6) people includes accommodation, property tour, arrival drinks & grazing platter, and continental breakfast on Sunday 7th August. (Valued at \$3,650)
 - b. Scenic Flight for six (6) people with Phillip Island Helicopters (Valued at \$750)
 - c. Private Wine tasting and local grazing boards for six (6) people at Phillip Island Winery (Valued at \$400)
 - d. Dinner and matched wines for six (6) people, personally created, prepared by, and hosted by Shane Delia and the Delia Group Sommeliers. (Valued at \$15,000)
17. The total prize pool is valued at up to \$19,800 (RRP inc. GST)
18. If the winner or any of their companions are an interstate resident, cost of flights to Victoria will not be covered by the Promoter as part of this prize.
19. Transport to and from Phillip Island is not included as part of this prize. The winner and their companions will be required to make their own way to and from Five Acres, Phillip Island at their own cost.
20. The winner of this promotion will be notified via email to their nominated email address within two business days of the draw. In this email the winner will be sent instructions regarding how to verify their entry (including providing Proof of Identity) and how to redeem their prize.
21. The prize is non-transferable, non-refundable, and cannot be sold or exchanged for cash.



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22. Once the provisional prize winner is deemed by the Promoter to have complied with these terms and conditions of entry, the Promoter will deliver the relevant prize within 28 days of the winner's entry being verified and accepted.
23. The winner's name will be published on <https://www.broadsheet.com.au/national/travel/article/win-philipp-island-getaway> (**website**) on Friday 15 July 2022.
24. The prize must be claimed by the winner by 10am (AEST) on Friday 22nd July 2022 (**Prize Claim Date**). If the prize is not accepted or claimed by the Prize Claim Date, or if, after making reasonable attempts, the Promoter can't contact the winner (or the winner does not contact the Promoter) by the Prize Claim Date, their relevant entry will be discarded and the original winner will not be entitled to the prize, and the Promoter will conduct an unclaimed prize draw at 12pm (AEST) on Friday 22nd July 2022 at the same place as the original draw and the Promoter will re-award the prize to the first valid entry drawn from the three (3) reserve entries. The winner of the unclaimed prize draw (if any) will be contacted by email to their nominated email address within two business days of the unclaimed prize draw, and their name will be published on the Website on Friday 22nd July 2022.
25. If after the unclaimed prize draw, there is no valid prize winner, or the winner of the unclaimed prize draw does not accept or claim the Prize (or if, after making reasonable attempts, the Promoter can't contact such winner or they do not contact the Promoter) by Friday 29th July 2022, the prize remains un-won. If the prize remains un-won or if a prize winner cannot be found after such date, the Promoter will publish this on the Website.
26. It is a condition of accepting a prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, non-exclusive licence (if applicable) to use, and continuously releases and indemnifies the Promoter from and against any use of, such footage and photographs in all media worldwide, and the winner will not be entitled to any fee for such use. The inclusion of any such footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter at all times.
27. Each element of the prize must be used on the weekend of Saturday 6th August 2022 / Sunday 7th August 2022 or as otherwise specified by the prize supplier, and are subject to the terms and conditions stipulated by the prize supplier providing the relevant element of the prize.
28. The winner and their travel companions must redeem the prize and commence travel no later than Saturday 6th August 2022. The winner and their travelling companions must travel together. Extensions or variations to travel dates may be permitted (subject to availability) at the discretion of the Promoter and/or the relevant supplier, provided any and all additional costs associated with any such extension or variation is at the sole cost and expense of the winner and their travel companions. The Promoter accepts no responsibility for the cancellation, rescheduling, change or delay of any aspect of the travel by the prize suppliers.
29. The winner must confirm their and their travel companions' availability to travel and/or attend the components of the prize by the dates and times stipulated by the Promoter or the relevant prize supplier (as applicable). All components of the prize must be taken together as and when offered or the prize will be forfeited. If the winner and their travel companions are unable or unwilling to travel and/or attend by such dates, the winner will forfeit the prize. The Promoter will not be liable if the prize is forfeited.
30. The prize cannot be exchanged or transferred to another person. No portion of the prize is refundable or redeemable for cash.
31. Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case the winner and their travelling companions forfeit their entitlement to that activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for any such altered prize element.
32. The prize may be delayed or cancelled due to COVID-19 related issues/restrictions (for example, but not limited to, government restrictions/orders and national/state/overseas border closures). If the Promoter is unable to deliver the prize due to such COVID-19 related issues/restrictions, the Promoter may elect to provide, at the Promoter's discretion, an alternative prize of equal value.
33. Redeeming the prize is conditional on acceptance of the terms and conditions of travel as detailed by the Promoter's nominated booking agent (which will be notified to the winner at the time of awarding the prize) in accordance with normal travel practices. The prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant:
 - a. booking and availability of , accommodation and events;
 - b. conditions of travel and conditions of entry into any activity location (including behaviour requirements and applicable dress codes);
 - c. conditions of ticket validity and any restrictions on ticket on-sale or transfer;
 - d. travel dates and specified travel exclusion periods;
 - e. any additional fees (payable by you) relating to changes made by you/your companion to a travel prize after it has been booked;
 - f. the requirement to obtain all necessary documents to travel to any location specified, including a current and valid passport and any visas required;
 - g. a requirement to present your credit card when checking in to accommodation; and
 - h. a requirement that any person taking any component of the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times.
34. All other costs associated with taking the prize that are not expressly included in the prize description (including additional meals, beverages, laundry services, additional spending money, transport to and from departure point, insurance, travel insurance, visas and all other ancillary costs not expressly included in the



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prize description, as well as the costs of obtaining any of these) are the responsibility of the winner and their travel companions.

35. The Promoter reserves the right to alter the rules of the Promotion at any time, subject to regulatory approval.

GENERAL

36. If for any reason any aspect of this Promotion does not run or is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the reasonable control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to applicable law.
37. The Promoter accepts no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over telephone communications, networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) any costs incurred.
38. The Promoter may, at its sole discretion, declare any or all entries made by an entrant invalid, and prohibit further participation by an entrant in this Promotion, if the entrant:
 - a. fails to verify their personal details and/or eligibility to enter the Promotion to the Promoter's satisfaction;
 - b. tampers with or benefits from any tampering with the entry process or the operation of the Promotion;
 - c. submits an entry which in the Promoter's opinion is not in accordance with these Conditions of Entry;
 - d. acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person; or
 - e. engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion or Promoter. This includes where entrants use multiple names or addresses to register multiple entries.
39. The Promoter and associated agencies and companies shall not be liable 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 accepting, redeeming and taking any prize/s except for any liability which cannot be excluded by law.
40. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
41. Any disputes relating to the conduct of the promotion or the claiming of a prize are to be resolved by the Promoter in their absolute and sole discretion and subject to applicable law or direction of a relevant authority.
42. The Promoter's decisions in relation to the Promotion are final and no correspondence will be entered into.

PERSONAL INFORMATION AND PRIVACY

43. The details contained in your entry are protected by security safeguards detailed in the Promoter's Privacy Policy, which is available at <http://www.broadsheet.com.au/melbourne/info/privacy-policy>
44. Your privacy is important to us. Your personal information is collected by Broadsheet Media Pty Ltd (Broadsheet) and will be used and held in accordance with our [Privacy Policy](#). Personal information you provide will be used for the purpose of conducting this promotion and awarding the prize, and the Promoter may for this purpose use and/or disclose such personal information to third party companies and agencies, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities, in connection with this promotion or as set out in the [Privacy Policy](#). Entry is conditional on providing such personal information to the Promoter. If you have marked the "opt-in" box on the entry form, you consent to us using and keeping your personal information on our database for the purpose of sending you our newsletter, keeping in touch with you about news and information about Broadsheet, and we may also provide your personal information to third party organisations for marketing purposes. You may remain anonymous. If you do not provide certain personal information, we may not be able to provide you with certain information, products or services. To access or change your personal information we hold, please contact us using the details set out in our [Privacy Policy](#).
45. You can contact the Promoter's Privacy Officer if you would like the details of the personal information that the Promoter may hold about you or if you would like to be corrected. Our Privacy Officer's contact details are:
Privacy Officer
Level 1, 231 Smith St
Fitzroy, VIC 3065
46. By marking the "opt-in" box on the entry form, you are subscribing to the Broadsheet newsletter database.



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47. If you have marked the “opt-in” box on the entry form, for the purposes of this promotion, we will provide the information we collect to Delia Group, Five Acres and Destination Phillip Island who may then also contact you for marketing purposes. You will be able to opt-out of future contact from Delia Group, Five Acres and Destination Phillip Island if you hear from them. You may remain anonymous, however if you do not provide the information requested by us, we may not be able to provide you with certain information, products or services.