

“WIN a Mr Sharky Family Experience”

Promotion Terms & Conditions

1. General

- 1.1 Information on how to enter and the Prizes (as that term is defined below) form part of these terms and conditions of entry (“Terms and Conditions”). By entering this “Win a Mr Sharky Family Experience” promotion (“Promotion”) You are deemed to have accepted of these Terms and Conditions.
- 1.2 This Promotion is promoted by Southport Australian Rules Football Club located on the corner of Musgrave and Olsen Ave, Southport Queensland 4215 who can be contacted on +61 7 5532 1155 (‘Promoter’).
- 1.3 This Promotion is not valid in conjunction with any other promotion or offer and entry is by internet via website only.

2. Eligibility

- 2.1 You may not enter this Promotion if You are an employee or officer of, or are an Immediate Family member of a board member, employee or officer of: a) the Promoter; b) its parent companies; or c) its agencies. “Immediate Family” means spouse, parent, child or sibling, whether or not they live in the same household.
- 2.2 You may only enter this competition if You are aged 18 years or over and an Australian Resident on the date on which You submit Your Entry Form (as that term is defined below).

3. Promotional Period

- 3.1 The “Promotional Period” commences at 10am AEST on 27/08/19 (‘Opening Date’) and closes at 5pm AEST on 16/09/19 (‘Closing Date’).
- 3.2 Entries received outside the Promotional Period will not be accepted.

4. How to Enter

- 4.1 You must, during the Promotional Period, enter the promotion by:
 - (a) Visiting www.southportsharks.com.au/family-experience and using emojis to help tell us your best ever holiday experience;
 - (b) following any other directions of the Promoter, or the Promoter’s representative with respect to the Promotion.
- 4.2 There is no entry fee to enter this Promotion. Entries will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission. The Promoter accepts no liability for late, lost or misdirected entries.
- 4.3 You may submit multiple entries and each entry must be unique and must individually comply with these Terms and Conditions.
- 4.4 Once an entry is submitted, You acknowledge that the entry must not be withdrawn, altered or deleted (except as and where required by the Promoter).
- 4.5 The Promoter reserves the discretion to review all entries received as part of the Promotion and may, in its sole discretion, deem an entry to be ineligible if the Entry Form or any of its contents are incomplete, indecipherable, or illegible.
- 4.6 You warrant that any information You provide to the Promoter in relation to the Promotion is valid, complete and accurate. You understand that the Promoter may at any time verify any information that You have provided or that relates to Your entry

into the Promotion. If any information You have provided is found to be fraudulent, invalid, incomplete, inaccurate or not in accordance with these Terms and Conditions You will be disqualified from the Promotion. Errors and omission may be accepted at the discretion of the Promoter.

5. Judging GAME OF SKILL ONLY

- 5.1 All valid entries will be judged by a panel comprised of employees of the Promoter (“**Judging Panel**”) against other entries received by the Promoter on 17/09/19 (“**Judging Date**”) at 10am AEST at Cnr Musgrave and Olsen Ave, Southport Queensland 4215. Entries will be judged on the basis of skill, creativity and originality and the best entry will be selected by the Judging Panel from all the entries received during the Promotional Period as the Winner.
- 5.2 There will be one (1) Winner in total awarded during the Promotional Period.
- 5.3 At the same time in which it determines the Winner, the Judging Panel will also select the Reserve Winner to replace any winner should they become subsequently disqualified or as a substitute in the event the Prize is forfeited.
- 5.4 The Promoter’s decision as to the Winner of the Promotion will be final and binding on all entrants and no correspondence will be entered into by the Promoter in this regard.
- 5.5 This is a game of skill and chance plays no part in determining the Winner.

6. Notification of winners

- 6.1 Winners will be notified within three (3) days of the judging by way of email.
- 6.2 The results of the Promotions will be published via southportsharks.com.au/win and no other publication of results will be made.
- 6.3 The Promoter will arrange for the Prize to be delivered to the Winner within one (1) week of acceptance of the Prize by the Winner. The Prize will be delivered to the email address notified by the Winner on their Entry Form. It is the responsibility of the Entrant to provide the correct address details and personal information on the Entry Form.

7. Prizes

- 7.1 The Winner will receive one (1) nights’ accommodation in an interconnecting One room features a King sized bed for the parents, with twin beds in an interconnecting themed room. Plus a complimentary Junior Sharks Membership and activity pack, Kids eat free at Frenzy Food Court with paying adults for duration of stay, Mr Sharky selfie and arrival gifts, one hour free at Wobbygongs kids club during your stay, plus Gold Coast Cab vouchers up to the value of \$100 to explore the city! The Prize value is correct as at 27/08/19 and the Promoter accepts no responsibility for any variation in Prize value.
- 7.2 The Winner must redeem their Prize by October 31, 2019. All components of the Prize must be redeemed together and redemption is subject to room availability from time to time at Mantra at Sharks.
- 7.3 The winner must provide proof of identity before redeeming any Prize and the Promoter may declare a Prize unclaimed if a winner is unable to prove their identity to the reasonable satisfaction of the Promoter.
- 7.4 You agree that the Prize, as described in paragraph 7.1 constitutes the total prize given by the Promoter and that all additional costs are the responsibility of the Winner, including but not limited to: travel costs to the Mantra at Sharks hotel, Travel Insurance, additional accommodation, food and beverage charges, telephone calls and data services, laundry, taxes and transfer costs.

- 7.5 The Prizes are non-transferable, non-exchangeable and non-redeemable for cash, credit or any other item.
- 7.6 If for any reason whatsoever a Prize is not able to be redeemed on any dates during the Redemption Period the Promoter may, acting in its sole discretion, substitute or replace the Prize with another prize of equal or greater value.

8. Use of information

- 8.1 You are providing information to the Promoter and such information will only be used as stated in these Terms and Conditions. Any Personal Information provided by You to the Promoter will be kept and used in accordance with the Promoter's Privacy Policy, which can be viewed at <https://southportsharks.com.au/privacy/>
- 8.2 The Promoter may disclose and publish the name and any other particulars of the Winner (including the Image submitted as part of the Entry Form) for publicity and promotional purposes and the Winner agrees to at the Promoter's cost co-operate with and participate in any activities organised by the Promoter in this regard.

9. Disqualification, Suspension and Termination

- 9.1 The Promoter may disqualify any participant who fails to comply with these Terms and Conditions, manipulates the participation process, acts unfairly, dishonestly or unlawfully or who tries to influence the draw by disruption, harassment, annoyance of employees or representatives of the Promoter or other participants. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9.2 The Promoter may also exercise its rights under paragraph 4.7 of these Terms and Conditions.
- 9.3 If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any Entrant; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to the approval of any relevant regulatory authority.

10. Liability

- 10.1 Except to the extent provided by law, the Promoter (including its officers, employees and agents) 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 the offer, including, but not limited to, where arising out of the following: (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 Prize 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 the Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Entrant; or (f) any use of the Prize.
- 10.2 Nothing in these Terms and Conditions is intended to exclude, restrict or modify any consumer rights under the Competition and Consumer Act 2010 (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.