

Terms and Conditions of "Study NT Photo competition"

DEFINITIONS

1. In these Terms and Conditions, unless the contrary intention appears, the following words and phrases have the following meanings:

Entrant means an Australian resident aged 18 years or older having submitted an Entry in accordance with these Terms and Conditions, excluding:

- (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of the Prize);
- (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph (a) above;
- (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter.

The persons referred to in sub-paragraph (b) above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Entrant in its absolute discretion.

Entry means the submission of a validly completed and verified entry form through the Website during the Promotion Period.

Prize means the Prize specified in Item 5 of the Schedule.

Promotion means the competition described in these Terms and Conditions.

Promotion Entry Period means the period during which the Promotion is open for Entrants to enter the promotion as specified in Item 1 of the Schedule.

Promotion Period means the period specified in Item 2 of the Schedule.

Promoter means Northern Territory of Australia, care of its agency the Department of Industry Tourism and Trade, (Study NT) ABN 17 435 764 236 of Level 8 Charles Darwin Centre, 19 The Mall, Darwin NT 0800.

Website means the website specified in Item 7 of the Schedule.

ENTRY INTO PROMOTION

2. Entry into the Promotion is open to any person who meets the requirements of an Entrant stipulated in paragraph 1 of these Terms and Conditions.
3. Entry into the promotion is deemed acceptance of these Terms and Conditions.
4. The Promotion is a game of chance. Skill plays no part in determining the winners.

5. The Entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an Entrant or not) does not constitute a waiver of that restriction or of the Terms and Conditions generally.
6. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.

HOW TO ENTER

7. Entrants must, during the Promotion Entry Period, follow the steps specified in Item 3 of the Schedule to enter and be eligible to win.
8. Entrants may enter the Promotion once during the Promotion only.
9. Entrants can only enter the Promotion in their own name.
10. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
11. Entry into the Promotion is free. However, Entrants must bear their own costs of participating in the Promotion.
12. The Promoter is not responsible for technical difficulties with the entry mechanism.
13. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
14. Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the Entrant.
15. All Entries including words and images submitted by Entrants become the property of the Promoter and may be used in future marketing initiatives at the discretion of the Promoter.

VERIFICATION

16. If requested by the Promoter, Entrants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the Prize (if won) and compliance with these Terms of Conditions. If the items required by the Promoter are not received or an Entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry submitted by the Entrant will be deemed as invalid. The Prize will only be awarded following all verification requirements of the Promoter being met to its satisfaction.

WINNER ASSESSMENT & PRIZE INFORMATION

17. The draw of all Entries received during the Promotion Entry Period will take place at the location and time specified in Item 4 of the Schedule.

18. During the draw, Entries will be drawn at random.
19. One Entrant will win the Prize.
20. The winning Entrant will be notified through the methods specified in Item 6 of the Schedule.

PRIZE CONDITIONS

21. The Prize, or components of the Prize, are not transferable or exchangeable and cannot be taken or redeemed as cash. The Prize must be taken as offered and may not be varied.
22. In the event that for any reason the winning Entrant does not take an element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be forfeited by the winning Entrant.
23. The winning Entrant must complete and sign all relevant waiver forms prior to receiving the Prize.
24. Participation in the Prize is subject to, and acceptance of, such other terms and conditions as may be imposed by third party providers involved in providing goods or services included in the Prize.
25. The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the Prize is obtained through any of these methods, it will not be honored.
26. Prize documentation will be delivered to the winning Entrant at the contact details communicated to the Promoter during verification of the Entrant.
27. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning Entrant is.
28. The Promoter accepts no responsibility for any variation in the value of the Prize from the time of creating the Promotion materials.
29. If the Promoter is unable to provide the winning Entrant with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize.

GENERAL

30. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
31. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of

the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Promotion.

32. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
33. All Entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the Prize to the ineligible person. Return of the Prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
34. The:
 - (a) Promoter, the Promoter's related entities, and all agencies associated with the Promotion; and
 - (b) the employees, agents, directors and contractors, of all entities referred to in the above sub-paragraph (a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

35. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.
36. The winning Entrant must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

RISKS BORNE BY ENTRANTS

37. The Entrant acknowledges and agrees that:
 - a) to the extent permitted by law, the Entrant indemnifies the Promoter and its personnel from any claim, loss, damage or damages whatsoever, including, but not limited to, economic, direct or indirect loss, or personal injury suffered or sustained in connection with, or arising from, this Promotion; and

- b) if, for any reason, the Promotion is not capable of running as planned the Promoter reserves the right in its absolute discretion to take any action that is legally available to the Promoter to reschedule, change or cancel the Promotion.

38. Entrants acknowledge and agree that the Promoter (and the Northern Territory of Australia):

- a) accepts no responsibility for 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;
- b) has no control over communication networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise; and
- c) is not liable for any consequences of defects or errors including in connection with the Promotion's automated entry process, defect in any connectivity to the Site or any device or software.

PERSONAL INFORMATION

39. By participating in the Promotion, the Entrant acknowledges and agrees that the Promoter will:

- a) collect, hold, use and disclose the Entrant's personal information (including evidence provided by the Entrant or the request for exemption submitted by the Entrant in accordance with Item 3 of the Schedule, which constitutes health information) in order to facilitate the Entrant's participation in the Promotion;
- b) use the Entrant's personal information for future promotional and marketing purposes regarding the Promoter's products and services including contacting the Entrant via any contact details provided by the Entrant without further reference or compensation to the Entrant. If the Entrant does not wish to receive future marketing information from the Promoter, the Entrant may request not receive further promotional or marketing communications from the Promoter at any time by contacting the Promoter or unsubscribe from the mailing list at the time of receiving any promotional material;

40. Any collection, storage or use by the Promoter of any personal information (including any health information) provided by an Entrant will be subject to the provisions of the *Information Act 2002* and IPPs while the personal information is in the possession of the Promoter. For more information about how the Promoter manages personal information, how to contact us, and how the Entrant can access the information we hold about the Entrant, please refer to our Privacy Policy available at: <https://northernterritory.com/find-out-more/privacy>.

SCHEDULE

Item 1	Promotion Entry Period	Between 16:00 ACST on 27 May 2023 and 11:59 ACST on 30 June 2023 inclusive (entry period end date is subject to change at the discretion of the Promoter).
Item 2	Promotion Period	Between 27 May 2023 and 30 July 2023.
Item 3	Entering the Promotion	Individuals must post a photo to Instagram or Facebook taken in the Northern Territory, tag @studynorthernterritory or #StudyNT to be eligible.
Item 4	Judging Location and Time	Study NT, Level 8 Charles Darwin Centre, 19 The Mall Darwin NT 0800 by at least two (2) representatives of the Promoter from 13:00 ACST on 4 August 2023.
Item 5	Prize	1 x \$400 Tourism Top End or Central Australia voucher for use on any tourism experience bookable through Tourism Top End or Tourism Central Australia.
Item 6	Notifying winning Entrant	(a) notified by phone and in writing via email; and (b) posted to the Study NT Instagram and Facebook accounts by 4 August 2023.
Item 7	Website	www.studynt.nt.gov.au