

Destination Melbourne “Melbourne Now eNews - Tell Us What You Think To Win” Promotion Terms & Conditions

By entering the “Melbourne Now eNews – Tell Us What You Think To Win” promotion, you are agreeing to the following terms and conditions:

STANDARD TERMS

1. Information on how to enter forms part of the terms of entry.

WHO CAN ENTER

2. Subject to clause 3 and 4, entry is open to all residents of Victoria.
3. Employees and their immediate families of Destination Melbourne and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
4. Entrants under the age of 18 years must obtain the prior permission of a parent or guardian over the age of 18 years before entering the competition.

WHEN TO ENTER

5. The competition commences on Saturday 15 December 2018 at 6:00 (AEDT) and concludes on Tuesday 15 January 2019 at 23:59 (AEDT) (“the Competition Period”). Entries must be received by the Promoter by the competition close date and time.

HOW TO ENTER

6. In order to enter the competition entrants must provide us with their feedback by completing the survey at: <https://dmll.typeform.com/to/txlmu1>. Entrants must also supply their full name, address, email address, phone number, plus their choice of prize package. Entry is free.
7. Only one (1) entry permitted per person.

PRIZE

8. The winner will receive:
 - a. Overnight accommodation for two in a Deluxe River view room at The Langham Melbourne, including breakfast for two in Melba Restaurant. Valid until 30th June, 2019 on Sunday to Friday. Subject to availability.
 - b. Two adult passes to SEA LIFE Melbourne. Valid until 20 September 2019.
 - c. Two SEA LIFE Melbourne Penguin Passport passes. Must be booked via the email on pass. Must be 14 or over to take part. Must not have been in contact with birds in the 24 hours prior to the experience. Must be able to navigate stairs. Must not have suffered flu/cold/gastro/respiration infection in the last 48 hours. No jewellery, watches, mobile phones or cameras can be taken on tour. Must wear or bring socks on day of experience. Please arrive 30 minutes before start time
 - d. Two adult passes to Melbourne Zoo. Valid until 22 October 2019.
 - e. Two adult passes to Melbourne Museum. Valid until 30 November 2019.Prize value: \$1286
9. All components of the prizes are subject to availability at the time of booking.
10. Accommodation, spending money, meals, insurance, items of a personal nature and all other ancillary costs are not included unless otherwise stated as part of the prize package.
11. A credit card imprint or cash deposit may be required at check in to hotel (if applicable) for all incidental charges.
12. The prizes must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. If a winner is unable to satisfy these terms and conditions or a prize is not utilised or able to be taken within the specified timeframe, the prize will be forfeited by the winner and cash will not be awarded in lieu.

13. The prizes are not transferable, exchangeable, refundable or redeemable for cash. In the event that any prize item is unavailable, the Promoters reserve the right to substitute a prize or item of equal or greater value. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winner.
14. In participating in the prizes, the winner agrees to participate and co-operate as required in all editorial activities relating to the promotion, including but not limited to being interviewed and photographed. The winner grants the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.
15. The winner agrees that they will not sell or otherwise provide their story and/or photographs to any media or other organisation. The consumer undertakes to be personally liable to observe these terms and conditions.

HOW TO WIN

16. Each entrant who has entered the competition over the Competition Period and registered all details in accordance with clauses 2 to 7 will be entered into the prize draw. All draws will take place at Destination Melbourne, Level 12, 50 Queen Street, Melbourne VIC 3000 after Tuesday 15 January 2019 (AEDT).
17. The winners will be chosen from a random draw of entries received in accordance with these terms and conditions. The draws will be performed by a random computer process and the winners will receive the prizes as stated above.
18. The winners will be notified by email within 3 days of the draw and must provide a postal address to claim their prize. If a winner does not respond within 1 week of being notified, then the winner’s prize will be forfeited and Destination Melbourne shall be entitled to select another winner in accordance with the process described above (and that winner will have to respond to notification of their win within 1 week or else they will also forfeit their prize). If a winner rejects their prize or the entry is invalid or in breach of these Terms and Conditions, the winner’s prize will be forfeited and Destination Melbourne shall be entitled to select another winner.
19. The winner’s details (first initial, surname and suburb) will be published at www.melbournenow.com.au/win/winners for a minimum of 30 days after the conclusion of the competition.
20. The Promoter’s decision is final and the Promoter will not enter into correspondence regarding the result.
21. The winners must, on request by the Promoters, be able to provide evidence which, to the reasonable satisfaction of the Promoters, demonstrates that the winner is an eligible entrant (as per clause 2, 3 and 4) and has complied with these Terms and Conditions.
22. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

NO LIABILITY

23. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoters’ ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to State Legislation.
24. Destination Melbourne and associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected entries.
25. Destination Melbourne and associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - a. during the draw;
 - b. as a consequence of late, lost or misdirected entries;
 - c. due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person;

- d. arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this promotion;
 - e. during the use of the prizes;
 - f. due to circumstances outside the Promoters' reasonable control.
26. Destination Melbourne and their affiliates assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
27. If, for any reason, this competition is not capable of being conducted as planned, including, but not limited to, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoters which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to State Legislation.

PROMOTER'S DETAILS

28. The Promoter is Destination Melbourne (ABN 39 110 657 264) of Level 12, 50 Queen Street, Melbourne VIC 3000.
29. Destination Melbourne collect your information to include you in this competition and will disclose the information to others who help us run the competition. The winning entries will be as per section 6 above. We may also use the information to assist us in improving our goods and services and to contact you in the future in regard to our other goods and services. We may share your information with other persons or entities who assist us in performing the above.