

Terms and Conditions – Destination NSW promotion

General

1. The Promoter is Nationwide News Pty Ltd (ABN: 98 008 438 828) of 2 Holt Street, Surry Hills, NSW 2010. Telephone number (02)9288 3000.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the Promotion is deemed acceptance of these terms and conditions. If there is any inconsistency between these terms and conditions and anything else that refers to this Promotion, these terms and conditions will prevail.

Who can enter?

3. Entry is open to all residents of NSW.
4. Directors, contractors and employees (and immediate families) of the Promoter and of companies, suppliers and agencies associated with the Promotion, including Destination NSW, are not eligible to enter the Promotion.
5. **Open to under 18s** - Entrants under 18 years of age must obtain prior permission of parent or legal guardian to enter. The Promoter may require any such entrant's parent or legal guardian to sign a release at the Promoter's sole discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the winner. The release will include the parent or legal guardian's full name, address and telephone number. Failure to agree to the release and provide these details will invalidate the winner's entitlement to the prize, subject to State and Territory legislation. The prize will be awarded to the winner's parent or legal guardian.
6. The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

When to enter

7. Promotion opens at 9:00am Friday February 19, 2021 and closes at 11:59pm on Sunday February 28, 2021 AEDT (**Promotion Period**). Entries must be received by the Promoter in the Promotion Period.
8. All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
9. Promoter accepts no responsibility for any late, lost misdirected, delayed, ineligible, incomplete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason. SMS entries via the internet or computer generation and not attributable to a valid mobile phone account are invalid and will not be accepted.

How to enter

10. Entrants can enter:
 - **Online** - by logging onto dailytelegraph.com.au/promotions and registering their details and describing **in 25 words or less what they love about Sydney and uploading a photograph or video (or both) of the place they are describing** to complete their entry. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider. The most compelling, unique and descriptive image or video will win.

11. Entrants must take full responsibility for their entry content and ensuring that their entry complies with these terms and conditions. "Entry content" includes any content (including text, photos, videos and email messages) that entrants submit, upload, transmit, publish, communicate or use in connection with their entry into the Promotion. Entries must be the entrant's original work. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, the entry will be deemed invalid. The Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry. An entrant's entry must not include:

- (a) any image or voice of any other person without that person's express consent. Entrants warrant that if any such content is included, they have obtained the express consent of the relevant person;
- (b) any content that contravenes any law, infringes the rights of any person or is potentially insulting, inflammatory, defamatory, obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing); and
- (c) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists, unless the entrant is entitled to do so. If an entrant has any doubts about whether they have the right to include any content (for example, recorded music) they must not include it. By including any such content in their entry, the entrant warrants that they have the permission of the relevant copyright owner to do so and that this permission allows the Promoter to use the entry in accordance with these terms and conditions.

The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry includes content as described in any of paragraphs (a) to (c) above.

12. Entrants must not:

- (a) tamper with the entry process;
- (b) engage in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion
- (c) submit an entry that is not in accordance with these terms and conditions;
- (d) use multiple email addresses, postal addresses, PO Box addresses or SIM cards to register multiple qualifying purchases or use any form of software or third-party application to enter multiple times (including scripting software) except where expressly permitted in these terms and conditions;
- (e) use a third party (including online competition entry site) to enter on their behalf, except where the entrant needs to use those services of that third party to enter due to a disability; or
- (f) engage in conduct in entering the Promotion which, in the opinion of Promoter, is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.

If an entrant is found to have breached these terms and conditions including this clause, the entrant will be disqualified so that they will have all their entries invalidated, any claim to any prize will be invalidated and where such an entrant has already been awarded a prize before being found to have breached these terms and conditions, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if these terms and conditions have been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm or deny its suspicions in this regard and any failure to provide such requested documentation to the Promoter on request gives Promoter the right to disqualify the entrant. The Promoter's legal rights to recover damages or other compensation from any offender are reserved.

Number of Entries permitted

13. **One prize per household** - Entrants may enter as many times as they like but a maximum of **one** prize will be awarded per household.

Draw and Notification of winner

14. The winner will be the first valid entry submitted in accordance with these terms and conditions that is judged by The Daily Telegraph editorial team to be the most compelling, unique and descriptive answer and accompanying image or video at 9:00am on Monday March 1, 2021 AEDT at 2 Holt Street Surry Hills, NSW 2010.

This competition is a game of skill. Chance plays no part in determining the winner.

15. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day.
16. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the competition result or any other decisions the Promoter makes in connection with the Promotion.
17. The winner will be notified by telephone or email within two days of the draw. Winner of prizes will be published using their first initial, surname and postcode on dailytelegraph.com.au/promotions approximately 24 hours after the draw and will remain on the website for a minimum of 30 days.
18. Prizes will be awarded to the person named in the winning entry. However, in a dispute, will be awarded to the account holder of the entry mechanism used to submit their entry (i.e. mobile phone account holder or land line account holder).
19. If an entrant's contact details change during the Promotion Period, entrant must notify the Promoter. A request to access or modify any information provided in an entry should be sent to the Promoter.

Unclaimed Prize draw - If the winner has not claimed the prize by Monday April 19, 2021 then he or she will forfeit the prize and the prize will be awarded to the valid entry submitted in accordance with these terms and conditions that is judged by The Daily Telegraph editorial team to be the next most compelling, unique and descriptive image or video at 9:00am on Tuesday April 20, 2021 AEST at 2 Holt Street Surry Hills, NSW 2010. Winner of prizes valued over \$250 will be published on dailytelegraph.com.au/promotions.

Prize on offer

20. Total prize pool value is up to \$3,500 (including GST) as at Wednesday December 9, 2020. **One** winner will receive:
- 2 x nights accommodation at Pier One Sydney Harbour for two adults OR two adults and two children
 - Dinner for two at The Gantry at Pier One Sydney Harbour
 - Sydney Harbour tour with Ultimately Sydney
21. Unless otherwise expressly stated, prize values are based on the recommended retail prices at the time of first publication of these terms and conditions (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
22. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
23. Prizes cannot be transferred, exchanged or redeemed for cash.

24. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. It is the responsibility of the winner to confirm such conditions with the prize supplier or other relevant third parties.
25. 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. If an entrant under 18 years of age wins a prize then their parent or guardian must sign the legal release referred to in this clause on the minor's behalf.
26. All entrants agree that if they win the prize, they will not, and their companions will not, sell or otherwise provide their story and/or photographs in relation to the taking of the prize, to any media or other organisation, without the Promoter's prior written consent. Photographs will be allowed to be taken only at the discretion of the Promoter and the prize provider.
27. Prize must be taken between Monday February 1, 2021 and Wednesday March 31, 2021. In the event a winner does not take the prize by the time stipulated, then the entire prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.

Prize clauses

28. Where the prize involves driving, travel or participation in an event, winners or any companions under 18 years of age must be accompanied by their parent or legal guardian at all times.
29. The Promoter is not responsible for any acts outside of its control including without limitation, acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place or the impact or effect of any pandemic or epidemic.
30. The winner (and their companion/s) are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
31. The prize must be taken between Monday March 8, 2021 and Friday December 17, 2021 and is subject to hotel availability.
32. The Prize **cannot** be redeemed for travel across the Easter long weekend (Friday 2 April to Monday 5 April 2021 inclusive) or during NSW school holidays - Monday 5 April to 16 April 2021, Monday 28 June to Friday 9 July 2021 and Monday 20 September to Friday 1 October 2021 inclusive.
33. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued, they are non-changeable.

Further Terms and Conditions

34. If for any reason this Promotion is not capable of running as planned, including (without limitation) due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter reserves the right in its sole discretion to take any action that may be available, and (without limitation) to cancel, terminate, modify or suspend the competition, subject to any direction given under State Regulation.

35. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
36. If the prize includes attendance at an event which is cancelled for any reason beyond the control of the Promoter, including due to pandemic or epidemic or illness of a performer, the Promoter reserves the right to take action under either of the previous two clauses.
37. The Promoter will make reasonable efforts to deliver prizes to the addresses provided by competition entrants. If a prize is returned to the Promoter because it could not be delivered to the address provided, the Promoter cannot guarantee that it will be able to resend the prize to the prize winner. The Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.

Copyright

38. In consideration of the Promoter awarding the prize to the winner, the winner permits the winner's submission, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with the Promoter or any of its related bodies corporate or the goods and services of any of them or the advertising or marketing of any of them, in any media whatsoever throughout the world and the winner will not be entitled to any fee.
39. The Promoter acknowledges that the entrant may own intellectual property rights (including copyright) in any material created or otherwise submitted to the Promoter in connection with the entrant's entry or participation in any aspect of the promotion (**Works**). The entrant does not transfer their intellectual property rights to the Promoter by submitting an entry. The entrant grants the Promoter a non-exclusive, irrevocable, perpetual, worldwide, sublicensable licence to use the Works (including modifying, adapting or publishing the Works, whether in original or modified form, in whole or in part, to use, modify, delete from, add to, publicly display and reproduce, the photo(s), including without limitation, in any online media formats and through any social media channels, pages or accounts) for the sole purpose of running the Promotion, promoting and celebrating the promotion and future promotions and agrees that the Promoter may assign and/or sublicense the Works to third parties for this same purpose. Should the Promoter wish to use an entrant's Works for any other purposes, it will contact the entrant to discuss licensing opportunities.

The entrant acknowledges and agrees that neither the entrant nor any third party shall be entitled to any fee, royalty or other consideration in respect of such licence. If the entrant holds, now, or at any time in the future, any so called "droit moral" or moral rights in connection with the Works, the entrant unconditionally and irrevocably consents, for the benefit of the Promoter and all of its assignees, licensees and sub licensees to minor alterations to the Works which may be required for print or display purposes such as resizing and minor colour correction notwithstanding that such conduct may amount to derogatory treatment of the Works for the purposes of the *Copyright Act 1968* (Cth) (**Copyright Act**). All Entrants consent to attribution by either full name or social media handle in satisfaction of their right to attribution under the Copyright Act.

Limitation of Liability

40. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter 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 any prize/s (including without limitation due to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact,

effect or apply to the relevant event or travel) except for any liability which cannot be excluded by law.

41. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

Entry details and privacy

42. The promoter is collecting the entrant's personal information for the purpose of conducting this competition (including but not limited to determining the winner). If you are not willing for this to occur, you cannot participate in the promotion.
43. The Promoter collects information about entrants, including for example their name and contact details which are provided when entering this competition and when registering or using Promoter's services and may also collect information from data houses, social media services, Promoter's affiliates. The Promoter collects and uses that information to run this competition, to provide entrants with Promoter's goods and services, to promote and improve its goods and services, to provide entrants with targeted advertising based on their online activities, for the purposes described in the Promoter's Privacy Policy and for any other purposes that were described at the time of collection. The Promoter may disclose entrants' information to its related companies, including those located outside Australia. Any of those companies may contact entrants for those purposes (including by email and SMS) at any time. The Promoter may also disclose entrants' information to its service and content providers, including those located outside Australia. If entrants do not provide the Promoter with requested information, it may not be able to provide entrants with the competition goods and services. The Promoter may disclose entrants' personal information to authorities if they are a prize winner or otherwise as required by law. Further information about how the Promoter handles personal information, how entrants can complain about a breach of the Australian Privacy Principles, how the Promoter will deal with a complaint of that nature, how entrants can access or seek correction of their personal information and the Promoter's contact details can be found in the Promoter's Privacy Policy <https://preferences.news.com.au/privacy>