

No Leave No Life NSW Competition 19 December 2009 – 24 December 2009

Conditions

1. VARIABLES

General:

Eligible entrants must be:

- 1.1 Resident of: Australia only
- 1.2 Minimum age: 18

Dates/Times:

- 1.3 Commencement time: 6.30pm Sydney time
- 1.4 Commencement date: Saturday 19 December 2009
- 1.5 Closing time: 1pm Sydney time
- 1.6 Closing date: Thursday 24 December 2009
- 1.7 Judging time: 2:00pm Sydney time
- 1.8 Judging date: Thursday 24 December 2009
- 1.9 Judging location: Darling Park Tower 2 201 Sussex St Sydney NSW 2000
- 1.10 The names of the winners will appear on noleavenolife.com from Wednesday 30th December – Sunday 31st January 2010

2. PROMOTER

The Promoter is Tourism Australia, ABN 99 657 548 712, Darling Park Tower 2, Level 18, 201 Sussex Street Sydney, NSW 2000.

3. WHO MAY ENTER

The only persons who may enter and be awarded prizes are residents of the place specified in Condition 1.1, who have attained the age specified in Condition 1.2, who are not (i) employees of, or contractors to, or agencies engaged by Tourism Australia (ABN 99 657 548 712) or (ii) employees or directors of, or contractors to, –Tourism New South Wales, or (iii) members of the immediate family of such employees and contractors of Tourism Australia, Tourism New South Wales or agencies engaged by Tourism Australia. "Immediate family" means spouse, defacto spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the employee/contractor.

4. ENTRANTS BOUND BY CONDITIONS

By participating, entrants agree to be bound by these conditions.

Winners' details will be supplied to Tourism New South Wales who will assist in organising the prize but Tourism Australia will contact winners prior to providing details to Tourism New South Wales to fulfill all relevant aspects of their prize as outlined below in Condition 9.

5. HOW TO ENTER

To enter, the entrant must, during the promotional period, complete the official competition entry form on www.noleavenolife.com with all requested details, read these conditions, complete the following Competition Question in no more than 25 words "**why you want to visit Sydney to win back some work/life balance?**" and submit their entry by clicking on the "Agree and Enter" button which appears immediately before these conditions.

5a. Entries must be:

- (i) the original independent creation of the entrant
- (ii) owned by the entrant, and
- (iii) free of any claims, including copyright or trademark claims, by other parties.

5b. Entries must not :

- (i) have been published previously,

- (ii) have won prizes or awards in other competitions, or
- (iv) infringe any third party rights.

5c. It is a condition of the awarding of each prize that the winner must, if requested to do so by the Promoter, sign and return any Affirmation of Eligibility to Enter, Ownership of Entry, Release and Compliance statements provided to the winner by the Promoter and provide photo identification or other documentation requested by the Promoter in the timeframes requested. The failure to return the signed statements will result in the entitlement to the prize being forfeited and the selection of another winner.

6. LIMITATIONS ON ENTRY

Multiple entries will be accepted but entrants are limited to one entry per day and each entry must contain a unique response to the Competition Question .

7. DURATION

This competition commences at the Sydney time and date specified in Conditions 1.3 and 1.4. Entries must be received by the Sydney time and date specified in Conditions 1.5 and 1.6.

8. SELECTION OF WINNER

At the time and date specified in Conditions 1.7 and 1.8, the judges will choose *one* (1) winner as the entrant with the most creative and original response to the Competition Question. The winner will receive the prize package from Tourism New South Wales who will assist in organising their prize.

Chance plays no part in determining the winner. The Promoter reserves the right to verify the validity of entries and disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language. The judges' decision is final and no correspondence will be entered into.

9. PRIZE

There is one prize to Sydney, New South Wales for the winner and one (1) travel companion aged 18 years or over which is valued at approximately \$5000 (Recommended Retail Price including GST, depending on point of departure).

The prize is courtesy of Tourism New South Wales. Prize includes 3 nights accommodation at the Park Hyatt Hotel (standard room, twin share), dinner at Otto Ristorante for the winner and travel companion to the value of [\$500], Shopping Secrets Tour with Urban Walkabout Tours for the winner and travel companion, a wine tasting experience at Wine Odyssey Australia for the winner and travel companion, return economy flights from the winner's nearest Australian capital city to Sydney and return transfers between Sydney airport and Park Hyatt Hotel. If the winner's usual residential address is in New South Wales, the flights and transfers component of the prize will be from the nearest regional airport.

The total prize pool is approximately \$5000 (Recommended Retail Price including GST, depending on point of departure).

- All prize items are the Recommended Retail Price inclusive of GST. The prize (and any element of the prize) is not transferable, exchangeable or redeemable for cash. 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.
- Prize is subject to prevailing terms and conditions of individual prize and service providers.
- Travel must be completed by 30 September 2010 otherwise the prize will be forfeited.
- Spending money, meals, insurance, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs not expressly mentioned are not included.

10. NO QUALITY, ETC, REPRESENTATIONS/EXCLUSION OF LIABILITY

The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods/services offered as prizes. To the extent permitted by law, the Promoter and Tourism NSW is not liable for any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter or by Tourism NSW, or their servants or agents, in connection with the promotion, the competition, use of the prize, arrangement for supply, or the supply, of any goods or services by any person to the prize winner and, where applicable, to any family/persons accompanying the winner.

The prize winner indemnifies Tourism NSW and the Promoter in respect of any infringement or alleged infringement of the intellectual property rights (including copyright) of any person, arising out of Tourism NSW or the Promoter's use of the entry.

The winner and his or her guests must sign and return any liability release provided by the Promoter and Tourism NSW and/or their contractors as a condition of the prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.

This clause does not affect, and is not intended to affect, any rights a consumer might have, which are not able to be excluded under applicable Australian consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or Tourism NSW or their servant or agents for breach of any such rights is limited to the payment of the cost of having the prize supplied again.

It is the sole responsibility of the winner to ensure that they have valid travel documents, any necessary health or other insurance, and that they are fit to fly and have no medical conditions which could adversely affect them at any time during the use and enjoyment of the prize.

Compliance with any health or other government requirements is the responsibility of the winners. It is the responsibility of the winners to enquire about local issues and conditions at destinations before travel. The Promoter and Tourism NSW make no representation as to the safety, conditions or other issues that may exist at any destination.

11. WINNER NOTIFICATION AND PUBLICATION

The winner will be notified by telephone and by email, using the details provided in their entry, and the name and suburb of the winner will be published as specified in Condition 1.9. If the winner cannot be contacted using the details provided, or does not respond within the timeframe requested, the winner will forfeit the prize and a new winner will be selected.

12. OWNERSHIP OF ENTRIES & PRIVACY

The Promoter requires the entrant's personal information in order to conduct the competition. If an entrant does not provide the mandatory personal information requested then he/she will not be able to take part in the competition. The Promoter is bound by the National Privacy Principles in the *Privacy Act 1988* (Cth) and by entering the competition, the entrant is taken to consent to the Promoter's privacy policy which is available at <http://www.australia.com/PrivacyPolicy.aspx>

The entrant may 'opt in' to providing his/her personal information to Tourism New South Wales and/or Tourism Australia. If the entrant 'opts in' in this manner, the entrant acknowledges that a primary purpose of collection of the entrant's personal information is to enable Tourism New South Wales and/or Tourism Australia to contact entrants in the future with information on special offers or provide entrants with marketing materials.

All entries become and remain the property of the Promoter (subject to the limits contained the Promoter's privacy policy). The entrant consents to any act or omission of Tourism NSW

and the Promoter regarding the use of the entry which might otherwise constitute an infringement of the prize winner's moral rights granted by the Copyright Act 1968

13. INTERNET

If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter 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, and to cancel, terminate, modify or suspend the competition.

The Promoter assumes 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. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this competition. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION, 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.

14. ALCOHOL

The Promoter encourages the prize winners to enjoy alcohol responsibly. Winners are advised to consider the safe drinking levels recommended in the National Health & Medical Research Council Australian Alcohol Guidelines that are available at www.nhmrc.gov.au/publications/synopses/ds10syn.htm.

15. ENTIRE CONDITIONS

These conditions constitute the entire agreement of the parties relating to the entry and the conduct of the competition. Tourism Australia reserves the right to amend these terms of participation at any time. All updates to these Terms will be posted on Australia.com.

16. GOVERNING LAW

These conditions are governed by the law of NSW, Australia.