



## **TERMS AND CONDITIONS OF ENTRY FOR THE "STEELINE iFISH MAJOR PRIZE PROMOTION" (PROMOTION)**

1. Information on how to enter and prize information form part of these terms and conditions of entry (**Conditions of Entry**).
2. Entry in this Promotion is deemed to be acceptance of these Conditions of Entry.
3. The entrant is responsible for ensuring his or her familiarity with the Conditions of Entry 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 Conditions of Entry generally.
4. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of a prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
5. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
6. The Promoter is Steeline Members Pty Ltd, ABN: 64 162 279 503 of Dandenong South, VIC 3175 (**Promoter**).
7. Outlets participating in this Promotion are all Steeline Member Stores (**Participating Outlets**). Participating Outlets may display promotion materials. If in doubt, an entrant may ask staff at an outlet whether or not they are participating in the Promotion.

### **PROMOTION PERIOD**

8. The Promotion will commence at 3.00pm (AEST) on Sunday 15 October 2023 and close at 3.00pm (AEST) on 12 February 2024 ( **Promotion Period**).

### **WHO CAN ENTER**

9. Entry in the Promotion is only open to residents of Australia aged 18 years or older, excluding:
  - (a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets and other agencies, firms or companies associated with the Promotion (including the prize supplier);
  - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 9(a) of these Conditions of Entry; and
  - (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

## HOW TO ENTER

10. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period:

- (a) Visit [www.steelline.com.au/competition/ifish-crab-claw-island](http://www.steelline.com.au/competition/ifish-crab-claw-island) (**Promotion Entry Page**);
- (b) Fully complete and submit the online Promotion entry form (**Online Entry Form**) on the Promotion Entry Page by entering all details required by the Promoter, including but not limited to:
  - i. all personal details required by the Promoter, including but not limited to their first name, last name, email address and postcode;
  - ii. indicating their acceptance of these Conditions of Entry.

11. If an Eligible Entrant submits an entry:

- (a) which contains the required information, they will receive an on-screen notification confirming that their entry has been successfully submitted; or
- (b) which does not contain the required information, they will receive an on-screen notification that their entry is invalid.

12. Limit one (1) submission of the Online Entry Form per person. Entrants who enter the Promotion more than once, using at least one of the same email, phone number or IP address will be automatically disqualified.

13. Entrants can only enter the Promotion in their own name.

14. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entries manually using an internet browser.

15. Incomplete, ineligible, indecipherable or incorrect entries (as determined by the Promoter in its absolute discretion) are not eligible to win.

16. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.

## VERIFICATION

17. If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion:

- (a) appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, place of residence, eligibility to enter the Promotion and claim the Prize (if won) and compliance with these Conditions of Entry; and

18. 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 in its absolute discretion, the entry submitted by the entrant will be deemed invalid.

19. The Prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. In the event that an Eligible Entrant cannot provide suitable validation or verification, the Eligible Entrant will forfeit their right to the Prize (if won) and no substitute will be offered.

#### **PRIZE INFORMATION, PRIZE DRAW AND WINNER NOTIFICATION**

20. There is one (1) **Prize** to be won. The Prize value is \$10,000, consisting of a fishing trip to Crab Claw Island for the winner and a person of their choosing:

**2 nights' stay at H105 Apartments, Darwin** – up to \$600 value

**3 nights' stay at Crab Claw Island** – up to \$1500 value (donated by T. Halikos / CC Island Resort)

**2 x \$1500 Flight Centre Vouchers** – \$3000 value

**Crab Claw Island Food & Beverage Voucher** – \$1300 value

**1 x Guided Fishing Tour** – \$750 value

**1 x Half Day Guided Mud Crab Tour** – \$500 value

**Boat Hire** – up to \$350 value

**5 day Car Hire** – up to \$1000 value

**2 x \$500 Visa Gift Card** – \$1000 value

21. A random electronic prize draw will take place at Ten Past Ten Pty Ltd, ABN 52 618 934 802 of 3/116 Melbourne St, North Adelaide, SA 5006 (**Draw Location**) between 9.00am and 10.00am (AEST) Tuesday 13 February 2024 from all eligible entries recorded in the Promotion. Ten Past Ten will use the Electronic Drawing System provided by Trade Promotions and Lotteries PTY Ltd CAN 601 297 330, Approved under the Lotteries and Gaming Regulations 2008 Approval No: 1224.

22. The first valid Eligible Entrant drawn in the Prize Draw will win the Prize. The Promoter may draw reserve entries in the Prize Draw and record them in order to use in the instance of an invalid entry or ineligible entrant is drawn, in accordance with these Conditions of Entry.

23. The Prize is not transferable or exchangeable and cannot be taken as cash. The prize must be taken as offered and may not be varied.

24. The winner must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form, before the winner is awarded the Prize.

25. The Prize winner will be notified by phone by 5.00pm (AEST) on Friday 16 February 2024.

26. If the Prize is won by an Eligible Entrant and they do not claim the Prize within 14 days, or the Prize is returned to the Promoter, a replacement winner will be chosen from the reserve entries drawn on Friday 1 March 2024 at 10.00am (AEST) at the Draw Location. If there are no available reserve entries, a random electronic re-draw will be conducted on that day at the Draw Location by a representative of the Promoter from all remaining entries received in the Promotion, subject to any directions from the relevant state and/or territory gaming departments. The re-draw winner will be notified by phone immediately after the re-draw has taken place.

27. The Winner's last name, first initial and postcode will be posted on the Competition Entry Page and Steeline's Facebook page within 30 days of the draw. This rule applies to both the claimed and unclaimed prize winners.

## GENERAL

28. If the Promoter is unable to provide the winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize, subject to any directions given by state and/or territory gaming departments.
29. 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.
30. In accepting the Prize, the winner must acknowledge that the winner may incur incidental costs associated with the Prize which are the entire responsibility of the winner.
31. 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.
32. The Prize winners must, if requested by the Promoter, agree to and sign:
  - (a) an eligibility form confirming their compliance with the Conditions of Entry and eligibility to accept the Prize; and/or
  - (b) a liability release in a form to be determined by the Promoters at their discretion.

In the case of failure to return the signed eligibility form or release and indemnity, this will result in the disqualification of that entrant from the Promotion.

33. 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, subject to state and/or territory regulations, including cancelling, terminating, modifying or suspending the Promotion.
34. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or draw 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.
35. The:
  - (a) Promoter, the Promoter's related entities, the Prize supplier and all agencies associated with the Promotion; and
  - (b) the employees, agents, directors and contractors, of all entities referred to in paragraph 39(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).

36. The Promoter accepts no responsibility whatsoever for any tax liabilities that may arise from winning or receiving the benefit of the Prize and independent financial advice should be sought by the winner.
37. The Prize winner 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.
38. **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.

#### **PERSONAL INFORMATION**

39. Immediately upon submission by an entrant, their entry becomes the sole property of the Promoter.
40. All information entrants provide (**Personal Information**) will be used by the Promoter for the purpose of administering this Promotion and contacting the winner.
41. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

#### **PRIVACY POLICY**

42. Entrants may view the Promoter's privacy policy at <https://www.steelline.com.au/>. The Privacy Policy details how a privacy complaint can be made.
43. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (The Privacy Amendment (Enhancing Privacy Protection) Act 2012).

Lottery licenses: ACT: XXX, NSW: XXX, SA: XXX