

## Terms & Conditions for the PIRATES OF PORT ADELAIDE™ 'Kids Treasure Hunt' Competition

1. The promoter of this promotion is the PIRATES OF PORT ADELAIDE™ ("Promoter").
2. Information of how to enter the promotion forms part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.
3. Entry is open to all visitors to Port Adelaide on the 6<sup>th</sup> October 2019, who are aged 18 years and over and entrants under 18 years of age who have the signed permission of a parent or guardian who satisfy the entry requirements stated in these Conditions of Entry.
4. Entry to this competition is limited to ONE ENTRY PER PERSON. Entrants must individually collect and complete the various requirements of the Competition to be considered for the prize draw. The Competition is limited to 1000 individual entries. The officers, (or immediate family of an officer) of the Promoter, the agencies associated with this promotion, and their related bodies corporate are not eligible to enter. If these requirements are breached in any way and a prize is won by one of the above-mentioned people, the prize will be forfeited.
5. To enter the KIDS TREASURE HUNT, participants must obtain a verified original "PIRATES OF PORT ADELAIDE™" Treasure Map (Pirate Map) from selected participating businesses/locations (participating locations). The Pirate Map forms part of the entry requirements.
6. To participate in the Kids Treasure Hunt, entrants must navigate to locations on the Pirate Map and earn points by collecting official stamps and/or answer simple questions pertaining to locations on the Map.
7. A correctly completed Pirate Map, eligible to be in the draw for prizes will:
  - a. be an authorised original "PIRATES OF PORT ADELAIDE™" Treasure Map;
  - b. have evidence that the Entrant has collected a minimum of 40 points out of the maximum 68;
  - c. provide contact details of the Entrant and their eligibility (see 3 above);
  - d. be legible and decipherable;
  - e. be lodged in the specially marked *Treasure Hunt* entry boxes at any one of the participating locations; and
  - f. be received by the Promoter before 4pm on Sunday 6<sup>th</sup> October 2019.
8. Only officially sanctioned PIRATES OF PORT ADELAIDE stamps will be accepted as 'evidence' (see 7b above).
9. The prize draw will take place at Pirate HQ 33 Commercial Rd Port Adelaide PIRATES OF PORT ADELAIDE™ website piratesofportadelaide.com.au. Email notifications not acknowledged by the winner within 1 week of being sent will be followed up by (no more than) 3 SMS attempts over the next 3 days. After 10 days, no further efforts to contact prize-winners will be attempted and the prize will be forfeited.
10. No responsibility will be accepted for late, lost or misdirected entries.
11. Any form of entry that does not meet the entry requirements (as per these Conditions of Entry) will be deemed invalid and not counted as a valid entry.
12. There is one Major Prize and 9 Minor Prizes to be won from 10 separate draws.
  - a. The Major Prize is a Mini iPad valued at approximately \$460. Minor prizes include:
  - b. Dolphin Sanctuary and Ships Graveyard Kayak Tour for family group of 4 valued at \$180 Redeemable at Adventure Kayaking SA
  - c. 2 x \$28 Family Cruise (2 Adults and 2 Children) vouchers redeemable at The Dolphin Explorer, McLaren Wharf, Port Adelaide
  - d. 3 hours of professional babysitting for up to 4 children redeemable with The Hessel Group. Value \$125,
  - e. 1 x 12-month Family Membership of the SA Maritime Museum, 126 Lipson St Port Adelaide, valued at \$55.
  - f. Framed Print to the value of \$85 redeemable from Sea Witch Images, 117 Lipson Street Port Adelaide
  - g. \$50 Voucher redeemable from The Port Adelaide Emporium, 113 Commercial Rd, Port Adelaide
  - h. 2 x \$25 vouchers redeemable at Mayfair Bakery and Patisserie, 156 St Vincent St, Port Adelaide
13. Total Prize Pool is valued at \$1061.00.
14. Prizes will be made available for collection in the Port Adelaide CBD. Collection details will be provided when contacted by the Promoter (see 11 above)
15. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this and future promotions (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
16. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

17. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
18. The draw for this promotion will be a manual draw. Drawn entries will be checked for validity against promotion Conditions of Entry as they are drawn. Any entries deemed not valid (as per these Conditions of Entry) will be discarded and the draw will continue until all winners have been determined.
19. The Promoter's decision regarding all aspects of this promotion is final and no correspondence will be entered into.
20. The winners may be required to sign an indemnity in a form approved by the Promoter in favour of the Promoter and all involved parties prior to participating. If they do not sign that indemnity form, they will not be able to participate in the prize draw.
21. Prize vouchers are subject to terms and conditions found on each voucher and are at the discretion of the supplier. The Promoter takes no responsibility for such conditions.
22. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
23. If for any reason a winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
24. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
25. All entries remain the property of the Promoter. The Promoter collects entrants' personal information in order to conduct the promotion. If the information requested is not provided, the entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information to contact him or her for future promotional, marketing and publicity purposes. Entrants' personal information may be disclosed to regulatory authorities and the winners' name published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter at their address set out above.
26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
28. The Promoter will not be responsible for any incorrect, indecipherable, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation technical malfunctions or failures.
29. The Promoter is not responsible for any technical malfunction of any computer on-line systems, servers or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, or any other technical failures, including any injury or damage to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this promotion.
30. If for any reason this promotion is not capable of running as planned in any respect due to any cause beyond the reasonable control of the Promoter, the Promoter reserves the right in its sole discretion to cancel, postpone or amend the promotion subject to the written directions of any competent authority.
31. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.