

2020 Victorian Caravan and Camping Virtual Show

Facebook Competition

Terms and Conditions

1. The promoter is Caravan Trade & Industries Association of Victoria T/A Caravan Industry Victoria (ABN: 67 413 472 774), Unit 8/88 Dynon Road, West Melbourne VIC 3003 (the **Promoter**).
2. Entry is open only to Australian residents who are aged 18 or over who attend the 2020 Victorian Caravan and Camping Virtual Show (the **Event**). Employees and agents of the Promoter and event organisers involved in the Event are ineligible to participate.
3. **The competition commences on Friday 11 September 2020 at 7:00am (AEST) and ends on Friday 25 September 2020 at 11:59am (AEST).**
4. To enter, you must during the Competition Period:
 - a. Log onto Facebook through your personal account, visit the Promoter's social media account at <https://fb.me/e/jq7uqtmDV> and comment on the Promoter's competition pinned post by commenting the plans you have for your next adventure after attending the Victorian Caravan & Camping Virtual Show (for the avoidance of doubt, there is no word limit on this response).
5. There is a limit of one Virtual Show registration per individual, and no limit to the number of entries on Facebook.
6. **There will be 2 winners determined in respect of this competition.**
7. This is a game of skill. Chance plays no part in how winners will be selected. The 2 valid entries selected by Caravan Industry Victoria based on creativity will win a prize.
8. Each prize is a BMPRO SmartSense gas bottle monitor, valued at \$89.
9. **The total prize pool is valued at \$178.**
10. Winners will be notified by Facebook Messenger and sent a written confirmation by email within 2 days of determination. The results will be published on victoriancaravanandcampingvirtualshow.com.au and gomakesomememories.com.au/Shows by Friday 9 October 2020.
11. All prizes must be claimed by 5pm (AEDT) 9th October 2020 (**Prize Claim Date**). If a prize has not been accepted or claimed by the Prize Claim Date or if, after making all reasonable attempts, the Promoter cannot contact a winner (or a winner does not contact the Promoter) by the Prize Claim Date, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to the person/s who accumulated the next highest number of passport points, who has not already been awarded a prize. Any winner will be notified by email with written confirmation within 2 days of determination and will have their name and state/territory of residence published on victoriancaravanandcampingvirtualshow.com.au and gomakesomememories.com.au on Friday 9 October 2020.
12. Participation in this competition implies acceptance of these Terms and Conditions.
13. Entries must be received during the Competition Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
14. Every entry must be your original work and not copied. You warrant that your entry does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise

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objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).

- 15.** You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material. You acknowledge that your entry and your name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view.
- 16.** The Promoter may copy and amend your entry and may use (or allow others to use) your entry and any rights in relation to your entry, to publicise this competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your entry or any amended version of it. The Promoter may also decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.
- 17.** Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier.
- 18.** The Promoter is not responsible for any dispute between you and any person with whom you choose, or choose not to, share a prize.
- 19.** If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entry (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 20.** You must not:
 - a. tamper with the entry process;
 - b. engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - c. act in a disruptive, annoying, threatening, abusive or harassing manner;
 - d. do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - e. breach any law; or
 - f. behave in a way that is otherwise inappropriate.
- 21.** The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 22.** The Promoter's decision will be final and no correspondence will be entered into.
- 23.** Prizes cannot be transferred or exchanged and are not redeemable for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value.
- 24.** By entering, you request that your full address not be published.
- 25.** If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants.

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- 26.** The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 27.** Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 28.** The Promoter and its associated agencies and companies shall not be liable (including in negligence) for any loss or damage which is suffered (including indirect or consequential loss) or for any loss or damage or personal injury suffered or sustained in connection with using a prize, except any liability that cannot be excluded by law.
- 29.** Without limiting the previous paragraph, the Promoter and its associated agencies and companies are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (if relevant). Prizes will only be delivered to address' in Australia.
- 30.** This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.
- 31.** If you are a winner, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.
- 32.** The Promoter may collect your personal information directly or through its agents or contractors. The Promoter will use your personal information to conduct and manage the competition. The Promoter may disclose your personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with you or storing data. This may include disclosures to organisations outside Australia including in places such as Italy, Germany and the UK.
- 33.** If you have marked the "opt-in" box on the registration form, you consent to the Promoter and the exhibitors at the Event who you interact with (full list of exhibitors found here: <https://victoriancaravanandcampingvirtualshow.com.au/en/caravans-list>
<https://victoriancaravanandcampingvirtualshow.com.au/en/travel-destinations>
<https://victoriancaravanandcampingvirtualshow.com.au/en/motorhomes-boating-industry-products>
<https://victoriancaravanandcampingvirtualshow.com.au/en/camper-tent-trailers>
<https://victoriancaravanandcampingvirtualshow.com.au/en/camping-rv-accessories> keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging. You should contact the relevant exhibitor for their privacy policy.
- 34.** The Promoter's Privacy Policy (see gomakesomememories.com.au) includes information about:
 - a. how to seek access to the personal information the Promoter holds about you and seek correction of the information; and
 - b. how to complain about a privacy breach and how the Promoter will deal with such a complaint.