

Network 10

Tourism and Events Queensland | Survivor Competition Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the Tourism and Events Queensland | Survivor Competition (“Competition”) is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of Australia aged 21 years and over. However, employees and the immediate families of Network Ten Pty Limited (the “Promoter”), Tourism and Events Queensland (the “Sponsor”) and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrant must be residing in Australia at the time of entry, or their entry may be deemed invalid.
3. If the Major Prize Winner (“Winner”) is unable to complete the travel to Queensland before Saturday, 31 December 2022 they will forfeit the prize in full and a re-draw will take place as specified in these terms and conditions.
4. Entrants who have won a major prize in any Network 10 competition in the past 12 months are not eligible to win a prize in this Competition, excluding entrants from South Australia who are eligible to win more than once.
5. Entrants must be eligible to travel to Queensland. It is an entrant’s responsibility to ensure that it meets entry requirements for Queensland. Any requirements imposed by the Queensland Government can be found [here](#). Please note that these requirements are regularly updated.
6. The Winner or their travel companion must hold a valid full (open) Australian driver’s licence.

Competition Period

7. The competition commences on **Monday, 31 January 2022 at 12:00 AEDT** and closes on **Sunday, 27 March 2022 at 23:59 AEDT** (“Competition Period”).
8. The Competition will be advertised on, but not limited to, Network 10 and www.10play.com.au.

How to Enter

9. To participate in the Competition entrants must:
 - a. Visit 10play.com.au/win and register their details to become a 10 Play member. Specific details may include (but are not limited to) first name, last name, post code, phone number, email address, gender, and date of birth. For clarity, upon registration, the entrant will receive one (1) entry into the Competition.
10. Bonus Entry: There will be three (3) videos located on 10play.com/win including three (3) code words (one (1) codeword in each video). The entrant will receive a maximum of one (1) bonus entry if they submit all three (3) code words with their entry into the Competition. Only one (1) bonus entry will be available per entrant during the Competition Period.

11. It is free to become a 10 Play member, however, the cost of accessing the Competition website is dependent on the entrant's individual service provider. These Terms and Conditions apply in conjunction with the 10 Members rules.
12. Incomprehensible and incomplete entries will be deemed invalid.
13. A limit of one online entry per day, (excluding the bonus entry as stipulated in clause 10) per 10 Play member applies. One membership per person applies.
14. An entry that is made on behalf of an entrant by a third party will be invalid.
15. Entries must be received by **Sunday, 27 March 2022 at 23:59 AEDT** to be included in the Prize Draw. Each valid entry received over the duration of the Competition Period will be entered into the Prize Draw.
16. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost, or misdirected entries due to technical disruptions, network congestion or for any other reason.
17. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter, and Ansible Pty Ltd, will not be responsible for any loss, damage or costs incurred as a result of failure to comply with this. Entrants must not use another's device without express permission from the account holder.
18. 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. Error and omissions will 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.
19. In consideration for the Promoter awarding the Prize to the Major Prize Winner, the Winner (and their companion) must participate in all promotional activity (such as publicity and photography) surrounding this Competition or the winning of the Prize (as reasonably requested by the Promoter or Sponsor), free of charge, and sign any additional documents reasonably required by the Promoter or Sponsor to give effect to this condition. Subject to law, the Winner and its companion must consent to the Promoter and Sponsor using their names, likeness, images and/or voices (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Competition and/or promoting tourism in Queensland.
20. The Competition will run as a game of chance. A random prize draw will be held on **Monday, 28 March 2022 at 10:30 AEDT** at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 and one (1) winner ("Winner" / "Major Prize Winner") will be selected ("Prize Draw").

21. The Major Prize Winner will be notified by a phone call within two (2) days of the Prize Draw and in writing and the Winner's details will be published on the 10 Play website at 10play.com.au from **Wednesday, 30 March 2022**.
22. An entry that is made on behalf of an entrant by a third party will be invalid.
23. If required, an unclaimed prize draw will take place at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Wednesday, 13 April 2022 at 14:00 AEDT**. The unclaimed prize winner will be notified of their prize by phone, in writing and the new winner's details will be published on the 10 Play website at 10play.com.au from **Friday, 15 April 2022**.

Prize Details

24. The Major Prize Winner will win the following prize package ("Prize"):

Number	Major Prize Details	AUD Valued at up to
One (1) x Major Prize	<p>A six (6) night Queensland Adventure Getaway including flights, accommodation & car hire for two (2) people, inclusive of the below experiences:</p> <ul style="list-style-type: none"> • One way flight for two people to Brisbane/Gold Coast from the closest capital city • 3 day car hire in Brisbane/Gold Coast • 1 nights' accommodation at the QT Gold Coast • Surfers Paradise Skydive for (2) people • 1 Night at Spices Hidden Vale • Afternoon at Hidden Vale Adventure Park • Choice of 1 afternoon activity at Riverlife Adventure Centre per person. • One way flight for two (2) people to Cairns • 3 day car hire in Cairns • 3 nights' accommodation at the Crystalbrook Flynn • 2 afternoon activities at Skypark Cairns by AJ Hackett for (2) people • Full day Great Barrier Reef day Cruise to dive and snorkel (2) people • Full day Foaming Fury White Water Rafting (2) people • One way flight from Cairns to capital city for two (2) people • \$500.00 Visa Card <p>Note: The above mentioned accommodation will be for two (2) people sharing a twin/double room.</p>	
TOTAL PRIZE VALUE AT UP TO - AUD		\$7,000.00

25. The total Prize Pool is valued at up to **\$7,000.00** (including GST). The Promoter accepts no responsibility for change in Prize value between now and the ultimate Prize redemption date. Prize is based on full RRP only, if goods are on sale at time of purchase, they will be provided at pre-sale price.

26. Specified accommodation and tours are subject to availability at the time of booking.
Alternatives may be offered dependent on availability. If the Prize or any portion of the Prize is unavailable, the Promoter and Sponsor, in their discretion, reserve the right to substitute the Prize (or a portion of the Prize) with a prize of equal or greater value.
27. The Winner must advise the Promoter of their intended dates of travel by 30 June 2022, which must be a minimum of 6 weeks prior to departure. For clarity, subject to clause 28, travel can occur between Wednesday 30 March 2022 to Saturday 31 December 2022.
28. Dates of travel within holiday periods are subject to availability. Blackout dates including Australian school holidays, Christmas, Easter, and public holidays, will apply unless specified otherwise by the Promoter or Sponsor.
29. The Winner may extend its stay beyond the six (6) nights at its own expense. For clarity, the Winner is responsible for any making any bookings relating to that additional travel period.
30. The Winner must deal directly with the Promoter to organise travel and confirm all details, at the Promoters absolute discretion, required to fulfill the prize. Once confirmed in writing, travel dates and names of those travelling are not changeable without incurring extra fees. The Promoter and Sponsor do not accept responsibility for any fees incurred as a result of any changes made and these costs will be borne by the Winner and their companion.
31. The Winner and their travelling companion must travel at the same time, must depart from the same capital city and, unless specified otherwise, are responsible to organise transfers and cover associated costs for transport from their residence to their nearest capital city for flight departure.
32. The airfare portion of the Prize may be forfeited and replaced with an alternative mode of transport based on where the Winner is located and how best they can travel to Queensland. The Promoter will organise this with the Winner once they are contacted and notified of their Prize.
33. Prize inclusions and details are correct as of Friday, 10 December 2021 however subject to change without advance notice.
34. All costs associated with the Prize which are not specified to be included in the Prize, including but not limited to, taxes, transport, driver's licence, accommodation, meals, beverages, travel insurance, excess baggage, and items of a personal nature and other ancillary costs are the sole responsibility of the Winner and their travel companion.

35. Travel insurance is not included (unless specified in the prize inclusions) but is highly recommended.
36. Car hire includes: unlimited kilometres, GST (Goods & Services Tax at the current rate of 10%), Ultimate Protection for Passenger Vehicles \$0 Damage Recovery Fee (DRF) DRF \$1,100 for Multi Vehicle Accident, \$5,500 for Single Vehicle Accidents, Compulsory Third Party Insurance and Accidental Tyre and Windscreen Damage on non 4WD vehicles, Vehicle Registration Recovery Fee, Administration Recovery Fee, Additional Drivers, Premium Location Surcharge, this product is available for renters aged 21+. The Winner may be required to refuel the car on their return. Failure to do so may result in an additional charge to be borne entirely by the Winner. Please note: road closures may be in place due to inclement weather, for up-to-date information visit <https://qldtraffic.qld.gov.au/>.
37. The Major Prize Winner and/or travelling companion must have a credit card for car hire rental, required for bond and must be in the driver's name.
38. The Winner, or their travelling companion, may be required to provide a credit card in order to check-in at the accommodation for a security deposit, and to cover any incidental charges.
39. Air tickets are economy class and available on the regular scheduled services of each airline and are subject to seasonal embargos. The Promoter has the right to determine the airline carrier at its discretion. In the event that a Winner requests a specific carrier, not offered by the Promoter, any subsequent or additional fees and taxes, if applicable will be the responsibility of the Winner. Flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize as a result of (but not limited to) COVID-19 and/or state border closures, and any related costs incurred by the Winner or any travelling companion as a result (including accommodation costs) will be the responsibility of the Winner.
40. It is a condition of accepting the prize that the Winner and travelling companion must comply with all the conditions of use of the Prize and the Prize supplier's requirements.
41. The Promoter, the Sponsor and their associated agencies and companies or any organisation or individual associated with the provision of the Prize(s) make no representation as to the safety conditions or other issues that may exist at any destination.
42. It is the Winner's (and their travel companion's) personal responsibility to ensure they have valid documentation which meets the requirements of the Queensland government. Any necessary documentation, vaccinations or COVID-19 tests, and such associated costs, are the responsibility of the Winner and their travelling companion. Any fines, penalties, payments, or expenditures incurred as a result of not meeting the requirements of the relevant authorities will be the sole responsibility of the traveller/s.

43. All components of the Prize must be fulfilled on the dates confirmed between the Major Prize Winner and the Promoter and they cannot be split across different time periods.
44. The Prize is non-transferrable. No cash alternative is available for the Prize or any portion of the Prize. The Prize must be taken as offered. The Prize, any unused portion of the Prize, or portion of the Prize the Winner is not entitled to, is not exchangeable and cannot be redeemed as cash. The Prize cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any variation in the Prize values. Prize Winners are advised that tax implications may arise from their Prize winnings, and they should seek independent financial advice prior to acceptance of their Prize.
45. In acceptance of the Prize, the Major Prize Winner acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Major Prize Winner.
46. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
47. Personal information about the Winner and their travel companion will be shared with the Sponsor, and their agents, to the extent necessary for Prize to be delivered to the Winner.
48. If the Major Prize Winner does not provide proof of meeting the age restriction and other valid entry requirements, the Prize will be forfeited in full, and the Major Prize Winner will have no further claim. A re-draw will be held to award the Prize to a valid entrant.
49. Prizes will be awarded to the person named in their contestant entry. Should an entrant's contact details change during the Competition Period it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
50. It is a condition of accepting the prize the Major Prize Winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
51. Should the Major Prize Winner not meet any of the criteria stated in these terms and conditions to be a valid Winner they will forfeit all rights to the Prize, and a redraw will take place to reallocate the Prize to a valid Winner.
52. If for any reason this Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or 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, take any action that may be available, and to cancel, terminate, modify or suspend the Competition, subject to government legislation.
53. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Winner, the Winner will be notified in accordance with these terms and conditions. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined

by the Promoter. It is a condition of accepting the prize the Winner signs any such legal documentation.

54. 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 and the Sponsor (including their respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition including in connection with the Prize and: (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 the Prize.
55. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoters, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate, or cancel the promotion, as appropriate, subject to government legislation.
56. All entries become the property of the Promoter and the Sponsor.
57. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user 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.
58. By checking the tick box and agreeing to opt-in to receive online marketing and promotional communications from Tourism and Events Queensland you consent to the Promoter collecting your personal information on behalf of the Sponsor. Tourism and Events Queensland will not spam you or provide your information to a third party. You will receive occasional newsletters relating to offers, competitions, new releases, and related news in accordance with their Privacy Policy which can be accessed at <https://teq.queensland.com/disclaimer-and-privacy>. Tourism and Events Queensland Privacy Policy may be updated from time to time, and it will be the entrant’s responsibility to keep up to date with any changes to the Privacy Policy. The entrant may at any time, opt-out of receiving communications from Tourism and Events Queensland via one of the contact methods detailed [within](#) its Privacy Policy.
59. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and Prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this competition, including but not limited to the Sponsor and Ansible Pty Ltd. Your personal information may be disclosed to State and Territory lottery

departments and Winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the Winner's surname, initial and State. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur you cannot participate in the promotion.

60. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view Network Ten Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third party service providers outside Australia.
61. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.
62. The Sponsor is Tourism and Events Queensland (ABN: 77 745 152 359) of Level 8, Green Square North Tower, 515 St Pauls Terrace, Fortitude Valley QLD 4006.
63. Permit Approvals: ACT: TP 22/00063, SA: T22/15.