



**“Experience Caravanning and Camping, Tourism WA, Caravan Industry Association WA (Inc) and Jurgens Australia Pty Ltd – Win \$44000 RRP Jurgens Caravan” Competition**

**Terms and Conditions**

By entering the “Experience Caravanning and Camping, Tourism WA, Caravan Industry Association WA (Inc) and Jurgens Australia Pty Ltd – Win RRP \$44000 Jurgens Caravan” Competition (the “**Competition**”), you are agreeing to the following terms and conditions:

**1. STANDARD TERMS**

1.1 Information on how to enter forms part of the terms of entry.

**2. WHO CAN ENTER?**

2.1 Subject to clause 2.2, entry is open to all residents of Australia who are over 18 years of age and have held a full manual driver’s license for at least two (2) years.

2.2 Directors, management, employees and their immediate families of Yahoo!7 Pty Limited (the “**Promoter**”), Caravan: RV & Accommodation Industry of Australia Limited, Tourism WA, Caravan Industry Association WA (Inc) and Jurgens Australia Pty Ltd (the “**Sponsors**”) and their associated agencies and companies are not eligible to enter.

**3. HOW TO ENTER**

3.1 The Competition commences on Friday, 6 June 2014 at 6:00 AM (AEST) and concludes on Thursday, 12 June at 5:00PM (AEST) (the “**Competition Period**”).

3.2 In order to enter, users must log-on to <http://au.tv.yahoo.com/sunrise/caravan> and register their first name, last name, email address, year of birth, sex, phone number, postcode, daytime telephone number and email address, and answer the following question in 25 words or less:

**“Where would you go in your new Jurgens Caravan?”**

3.3 The entry must be:

- a) the original, independent creation of the entrant that has not previously been published in any form in any country in the world; and
- b) free from any claims, including copyright or trademark claims by other parties.

3.4 Entries that are found to have been derived from another person’s work in any country in the world will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The Winner may be required to sign a statutory declaration regarding the originality of the entry. The Promoter reserves the right to disqualify any entry it believes breaches any of these conditions.

3.5 Each entrant in the Competition may only enter once.

- 3.6 The time of entry will be the time at which the completed online entry form is received by the Competition's online database. Entrants will be presented with a confirmation page once the completed email entry is submitted by the entrant. Entries received outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.
- 3.7 Entry details and any intellectual property subsisting in the entries become and remain the property of the Promoter and will not be returned to the entrant.
- 3.8 The Promoter reserves the right in its sole discretion to reject bulk entries which it considers to have been generated using software to generate multiple entries.

#### **4. PRIZES**

- 4.1 There will be one (1) winner (the "**Winner**").
- 4.2 The prize (the "**Prize**") consists of:

<b>PRIZE</b>	<b>DESCRIPTION</b>	<b>RRP</b>
<b>1 x Prize</b>	<p>The Prize comprises a Jurgens Sungazer caravan which includes:</p> <ol style="list-style-type: none"> <li>1. A Jurgens Sungazer caravan model J19 series including:- <ul style="list-style-type: none"> <li>• 5040mm body length</li> <li>• European style lounge and bed combination</li> <li>• Full kitchen (3 way auto fridge, stove and sink)</li> <li>• Ensuite (hot water shower and toilet)</li> <li>• Awning</li> <li>• Air-conditioning</li> <li>• Aggregate Trailer Mass of 1600kg</li> <li>• Payload of 300kg</li> </ul> </li> </ol> <p><i>* Additional terms relating to the caravan:-</i></p> <ul style="list-style-type: none"> <li>- Pick up available at any Jurgens dealership in Australia. Click here for locations: <a href="http://jurgens.com.au/Dealers.aspx">http://jurgens.com.au/Dealers.aspx</a> . Locations subject to availability;</li> <li>- Prize redemption must be completed within the timeframe nominated by a Sponsor or Promoter, which may be no earlier than six (6) months following notification of Prize win;</li> <li>- Driver(s) must be over 18 years of age and have held a full manual driver's license for at least two (2) years;</li> <li>- The Jurgens Sungazer caravan model J1901 can accommodate up to 6 people to sit and sleep;</li> <li>- Driver registration fees are excluded from the prize;</li> <li>- Associated on-road costs such as insurance and petrol are excluded from the prize;</li> <li>- Winner will need to present valid manual driver's license which they've held for at least 2 years to be granted their prize;</li> <li>- Vehicle registration and insurance will be the responsibility of the</li> </ul>	<p><b>\$AUD 44,000</b></p>

	Winner. <b>Total Prize Value (including GST)</b>	<b>\$AUD 44,000</b>  <b>(Max Value)</b>
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**Total Prize pool value is A MAXIMUM OF \$AUD44,000 (including GST).** Prize values are based upon the recommended retail prices and are correct as of Thursday, 29 May 2014. The Promoter accepts no responsibility for any change in Prize value between now, the end of the Competition Period and the ultimate travel date.

- 4.3 In participating in the Prize, the Winner agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The Winner agrees to grant the Promoter a perpetual and non-exclusive licence (including the right to sub-licence) to use their name(s) and such footage and photographs in all media worldwide and the Winner will not be entitled to any fee for such use. Use of the Winner images and editorial activities can be used for promotion purposes by Experience Caravanning and Camping, Tourism WA, Caravan Industry Association WA (Inc) and Jurgens Australia Pty Ltd.
- 4.4 The Winner agrees they will not, and will ensure that their travelling companion(s) do not, sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.5 Prizes are not transferable and cannot be redeemed for cash. The Winner should seek independent financial advice about any tax implications that may arise from the prize winnings.
- 4.6 The Sponsors are solely responsible for the fulfilment of the Prize.
- 4.7 In the event that a part of the Prize is no longer available, subject to regulations, the Promoter reserves the right to substitute prizes in its discretion to the same and equal recommended retail value.
- 4.8 The Winner must collect the Caravan at a Jurgen Dealership in Australia as arranged via phone call with the Sponsors post notification of having been selected as the Winner. The Promoter, Sponsors and their associated agencies and companies, take no responsibility for a Prize not collected by the Winner within the timeframe specified.

## **5. HOW TO WIN**

- 5.1 All entries completed and submitted in accordance these Terms and Conditions will be judged at the Promoter's office at Level 2, Pier 8 & 9, 23 Hickson Road, Millers Point, NSW 2000 on Thursday, 12 June 2014 at 5:30PM (AEST). One (1) Winner will be selected by a panel of judges appointed by the Sponsors. The Winner will be the entrant whose entry fulfils the entry criteria and whose answer is judged to be the most creative and original from all entries received. This is a game of skill. There is no element of chance in the judging of the Competition or determination of the Winner.

- 5.2 The Winner will be notified by a phone call at the conclusion of the judging, and an email advising the Winner of their prize will also be sent using the contact details provided in their entry.
- 5.3 The judges' decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
- 5.4 The Promoter reserves the right to request that the Winner provide proof of age, proof that they have held a manual driver's license for at least 2 years, and/or proof of identity prior to awarding Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter.
- 5.5 It is a condition of accepting the Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
- 5.6 If the Promoter or Sponsors are unable to contact a Winner within two (2) weeks of the date of judging the Competition, that Winner will forfeit the relevant Prize in its entirety and the Prize shall be awarded to the next runner up in the Competition. The Promoter or Sponsors will not be liable for a Winner who does not respond to the Promoter or Sponsor's email or telephone contact attempts and therefore forfeits their Prize and no correspondence will be entered into.
- 5.7 It is a condition of accepting a Prize that the Winner must comply with all the conditions of use of the Prize and the Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the prize supplier prevail.
- 5.8 The Promoter reserves the right to rejudge the Competition in the event that an entrant, who was initially deemed to be the winner, is unable to satisfy any of these Terms and Conditions.

## **6. NO LIABILITY**

- 6.1 Any costs associated with entering this Competition or claiming prizes (such as internet service charges) are the responsibility of the entrant.
- 6.2 Subject to any restrictions in law and subject to clause 6.4, the liability of the Promoter however arising, whether by breach of any condition or warranty implied by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of the relevant Prize.
- 6.3 The Promoter, the Sponsors and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.4 The Promoter, the Sponsors and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim suffered or brought by an entrant:
  - a) during the judging;
  - b) whilst undertaking any travel won or connected with their entry into the Competition
  - c) in their participation in this Competition or in any Prize;
  - d) as a consequence of late, lost or misdirected mail;
  - e) as a result of failure to comply with any of these terms and conditions; or

- f) due to the publication of any material, including any statements made by any staff member, journalist, other entrants or any other person.
- 6.5 The Promoter and its affiliates accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- 6.6 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or for any other reason which may 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, take any action that may be available or to cancel, terminate, modify or suspend the Competition, subject to state legislation.
- 6.7 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions.
- 6.8 The Promoter encourages responsible drinking. Legal aged consumers are advised to consider the safe drinking levels recommended in the National Health and Medical Research Council Australian Alcohol Guidelines that are available at: [www.nhmrc.gov.au/your-health/alcohol-guidelines](http://www.nhmrc.gov.au/your-health/alcohol-guidelines).

## **7. PROMOTER'S DETAILS**

- 7.1 The Promoter is Yahoo!7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000.
- 7.2 The Sponsors are Caravan: RV & Accommodation Industry of Australia Limited (ABN 70 057 668 041) of U 9, 10 Hudson Road Albion Queensland 4010; Jurgens Australia Pty Ltd (ABN 64127210904) of 13 Sharnet Circuit, Pakenham, VIC, Australia, 3810; Tourism WA (ABN 56 402 693 461) of 1 Resort Drv, Burswood WA 6100; and Caravan Industry Association WA (Inc) (ABN 57 932 524 364) of Unit 15, 64-66 Kent Street, Cannington WA 6107.
- 7.3 **COLLECTION NOTICE:**

By entering this Competition, you agree to the Promoter collecting, using and disclosing your personal information for the purpose of conducting and promoting this Competition, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which you acknowledge you have read and agree to. This privacy policy contains important information regarding how the Promoter handles your personal information, including how you can access and/or correct your personal information, or make a complaint about the handing of your personal information. Additionally, by ticking the relevant opt-in box/es, (a) you agree to the Promoter and its trusted partners using your personal information to help the Promoter communicate with you

about offers from the Promoter and its marketing partners (which offers you may opt-out of receiving), and you agree to the Promoter disclosing your information to such partners in connection with such purposes and/or (b) you agree to the Promoter sharing your personal information with the Sponsors and you acknowledge that the Sponsors will be solely responsible for their use of such information.