



# FISHMAS PRIZE PROMOTION

## CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. This is a game of chance.
2. **Promoter:** Northern Territory Major Events Company (ABN: 22 085 961 520) of 16 Bennett Street, Darwin, Northern Territory 0800 (“**NTMEC**”).
3. The full terms and conditions at <https://milliondollarfish.com.au/terms-conditions> apply to the competition.

## ELIGIBILITY

4. Entry is only open to residents of Australia and New Zealand (“**Entrants**”). The directors and management of the Promoter, its related suppliers, contractors and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion.
5. Entries are only open to people aged 18 years and above. All Entries (as that term is defined below) of Entrants who are under the age of 18 years and enter the promotion without disclosing (or who attempt to conceal) their age (as and where required) will be deemed invalid.

## PROMOTIONAL DATES

6. The Promotion commences at 12:01am Australian Central Standard Time on Sunday 1 December 2024 and closes at 11:59pm Australian Central Standard Time on Thursday 12 December 2024 (“**Promotion Period**”).

## HOW TO ENTER

7. To enter the promotion, Entrants must, during the Promotional Period:
  - (a) Register for Million Dollar Fish Season 10 via website before 11:59pm Australian Central Standard Time on Thursday 12 December 2024. Additional [Terms and Conditions apply](#).
  - (b) The promoter will select 12 Winners at random.
  - (c) This Promotion is a game of chance and no skill is required in determining the Winner.
  - (d) All Entrants and the Winners give the Promoter permission to publish their name and photo on social media or any other publicity without compensation.
  - (e) The Winners will be announced on the Million Dollar Fish Website, Facebook and

Instagram page by Friday 13 December 2024.

- (f) Winners will be notified via email before Saturday 14 December 2024.
  - (g) Some prizes may have overarching terms and conditions determined by the prize provider. Once Winners are chosen these terms and conditions will be provided when notifying the winner via email.
8. Only one Entry is permitted per Entrant, per email address. Multiple Entries will be considered void.
  9. Entrants acknowledge that their Entry may be featured on the Promoter’s website and/or social media channels for public viewing during the Promotional Period and in perpetuity. Once an Entry is submitted, Entrants acknowledge that the Entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).
  10. Costs associated with accessing the Internet remain the Entrant’s responsibility and may vary depending on the Internet service provider used.

## WINNERS AND PRIZE

11. One (1) Entrant with a valid Entry who is randomly chosen (in accordance with the rules of the competition) will win one of 12 prizes.
12. The Promoter reserves the right to offer other secondary prizes on an ad hoc basis (whether week-to-week or otherwise) and in its sole discretion.
13. Winner will be notified in writing via email and will be invited to contact the Promoter directly to provide their details so the Promoter can deliver the prize. Judges’ decision is final and no correspondence will be entered into. If for any reason the winner does not take the prize at the time specified by the Promoter, the prize will be forfeited and cash will not be awarded in lieu.
14. Prize Conditions for event tickets: **Any ticket prizes may not, without the written consent of the Promoter or its agents, be resold or offered for resale (including via online auction sites) or used in any advertising, promotion or other commercial purposes. If a ticket is sold or used in breach of this condition they will be cancelled. Any tickets that are lost, stolen or damaged will not be replaced.**

## GENERAL

15. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated).
16. Prizes must be taken as offered by the Promoter and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from any prize. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value.
17. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize (including confirming consent of an Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian that gave their consent, where an Entrant is under 18 years of age. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.
18. The Promoter reserves the right to verify the validity of any and all Entries and reserves the right to disqualify any Entrant for: (a) submitting an Entry which is not in accordance with these Conditions of Entry; (b) tampering with the Entry process; or (c) if the Entrant is 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. A prize will only be awarded following any Entrant validation and verification that the Promoter requires in its sole discretion.
19. The use of any automated Entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
20. It is a condition of accepting a prize that the winner may be required to sign a legal release(s) in a form determined by the Promoter in its absolute discretion.
21. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu.
22. Nothing in these Conditions of Entry 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 States and Territories of Australia (Non-Excludable Guarantees). The Promoter, its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including the Non-Excludable Guarantees), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to the promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, the promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize.
23. If this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or, if necessary, to provide an alternative prize or prizes to the same value as an original prize or prizes.
24. As a condition of entering this promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's Entry, name, likeness, image and/or voice (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 promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents.
25. The Promoter collects personal information about an Entrant to include the Entrant in the promotion and, where appropriate, award prizes.

If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. In addition to any use contemplated by the Promoter's Privacy Policy, each Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer in Australia at [major.events@nt.gov.au](mailto:major.events@nt.gov.au). Any complaints concerning the treatment of personal information should also be directed to the Privacy Officer and will be dealt with in a timely manner. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained here <https://milliondollarfish.com.au/privacy-policy>. Entrants' personal information may be disclosed outside of Australia in accordance with the Privacy Policy.

26. The Competition is governed by the Laws of the Northern Territory of Australia. An Entrant agrees to be bound by the Laws of the Northern Territory and to submit to the exclusive jurisdiction of the Courts of the Northern Territory in the event of any dispute.
27. Promoter reserves the right to change, add or alter any of the terms and conditions (including adding more prizes but not reducing the number of existing prizes) if in the absolute discretion of Promoter it is in the interest of the Competition or is otherwise desirable, and such change will be notified to the Entrant by being placed on the Website and each Entrant will be bound by such change, addition or alteration to the Terms and Conditions.
28. These Terms and Conditions form the basis of an agreement made between NTMEC and all Entrants which is made and entered into in the Northern Territory of Australia.