

NORTHERN TERRITORY MAJOR EVENTS COMPANY

Size Matters Season 10

COMPETITION

Information on how to enter the "Size Matters" promotion which forms part of Season 10 of the Million Dollar Fish competition ("Promotion") and prize details form part of these conditions. Entry into this Promotion is deemed acceptance of these terms and conditions and the Competition Participants' Terms & Conditions (Main MDF T&Cs) which can be accessed here milliondollarfish.com.au/terms-conditions. Please read both sets of terms and conditions carefully. If there is an inconsistency between the Terms and conditions for this Competition and the Main MDF T&Cs, prevail to the extent of the inconsistency.

- 1. Capitalised terms and expressions in these Conditions of Entry have the same meaning as the in Main MDF T&Cs, unless defined otherwise herein.
- 2. The "Promoter" is Northern Territory Major Events Company (ABN: 22 085 961 520) of 16 Bennett Street, Darwin, Northern Territory 0800.

PROMOTION PERIOD

- 3. The Promotion commences
- 4. at 12:00am Australian Central Standard Time ("ACST") on Saturday, 01 February 2025 and will close at 11:59pm ACST on Friday 28 February 2025.

("Promotion Period").

ELIGIBILITY

- 5. To participate in the Promotion you must:
 - a. be an Australian resident aged 18 years or older; and
 - b. be registered for the Million Dollar Fish Season 10 before the "Promotional Period"

(an "Eligible Entrant").

- 6. Additional Terms and Conditions apply.
- 7. Eligible Entrants expressly exclude employees, contractors, and officers of the Promoter, event partners, and any associated agencies, firms, or companies (including but not limited to sponsors, suppliers, or promotional partners), as well as their immediate family members (spouse, parents, children, and siblings) and members of their household, whether or not related.

HOW TO PARTICIPATE

- 8. To participate in the Promotion, Eligible Entrants must fish during the Promotional Period.
- 9. To win the Promotion, an Eligible Entrant must catch a verified Season 10 red-tagged barramundi worth \$10K during the Promotion Periods. ("Winner").
- 10. This Promotion is a game of skill and chance plays no part in determining the winner.

PRIZES AND NOTIFICATION

- 11. The Million Dollar Fish registrant(s) who catch a \$10k red-tagged fish, will be awarded a cash prize of \$10,000 by the Promoter ("**Prize**"). The largest \$10k red-tagged fish caught by 11:59pm on Friday 28 February 2025 will be awarded an additional \$40,000. In the event multiple \$10,000 fish of the same size are caught, the \$40k will be divided equally to the winners.
- 12. The winner will be notified on 1 March 2025.
- 13. The Promotion excludes any tagged fish worth \$1 Million Dollars.
- 14. The Prize is not transferable or exchangeable.
- 15. The Prize Claim Verification process will include and require the Entrant to meet the requirements outlined in section 26 of the Main MDF T&Cs available here.
- 16. The Promoter reserves the right to change the Prize, these terms and conditions or any aspect of the competition at its discretion.
- 17. The Winner will be announced on the Million Dollar Fish Facebook and Instagram page once the fish is verified in accordance with the processes set out in the Million Dollar Fish <u>terms and conditions</u>.

NOTIFICATION AND MEDIA

- 18. The Winner gives the Promoter permission to publish their name and photo on social media or any other publicity without compensation.
- 19. The Winner agrees to otherwise participate and cooperate as required in all editorial activities relating to the Promotion, including but not limited to being interviewed, photographed and broadcast. The Winner agrees to grant the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media and the Winners will not be entitled to any fee for such use or and shall not have any moral or other rights to such footage or photographs.

GENERAL

- 20. To the maximum extent permitted by law, the Promoter and its officers, employees, agents, and contractors disclaim all liability for any direct, indirect, incidental, consequential, or punitive damages (including but not limited to loss of opportunity, personal injury, death, or damage to property) suffered by any entrant in connection with their participation in the Promotion.
 - By entering, entrants acknowledge that fishing carries inherent risks, including but not limited to injury, environmental hazards, equipment failure, and wildlife encounters. Entrants participate at their own risk and must take all necessary precautions for their safety and the safety of others.
- 21. Any questions, comments or complaints regarding this Promotion should be directed to the Promoter.
- 22. The Promoter shall not be liable for any Prize that may be lost, stolen, forged, damaged or tampered with in any way before, or after, it reaches the Winner.

- 23. The Promoter accepts no responsibility for any variation in the value of a Prize.
- 24. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
- 25. If, for any reason, the Promotion cannot proceed as planned due to circumstances beyond the reasonable control of the Promoter, including but not limited to due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, COVID-19, technical failure or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to State and Territory regulations.
- 26. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win and it is within the Promoter's discretion to not display, or remove entries, from social media and the website.
- 27. Incomplete, illegible or incorrect entries or entries containing offensive or defamatory comments, or which breach any law or that infringes any third-party rights, including intellectual property rights, will be deemed ineligible.
- 28. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
- 29. All contestants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of accepting the prize or participation in the competition including but not limited to loss of income and personal injury or any tax implications.
- 30. This Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Facebook.
- 31. This Promotion and any disputes arising from or in connection with it shall be governed by and construed in accordance with the laws of the Northern Territory, Australia. Any disputes shall be resolved exclusively through negotiation, and if unresolved, through mediation in Darwin, NT. Entrants waive any right to bring claims in jurisdictions outside the Northern Territory.

PRIVACY

- 32. By entering the Promotion, entrants acknowledge and agree that their personal information may be collected, stored, and used for the purpose of administering the Promotion and for marketing and promotional activities.
- 33. Entrants may opt out of receiving future marketing communications from the Promoter at any time by following the instructions in the Promoters Privacy Policy available at https://milliondollarfish.com.au/privacy-policy or by contacting the Privacy Officer at major.events@nt.gov.au.
- 34. The Promoter will take all reasonable steps to protect personal information but shall not be liable for unauthorised access, disclosure, or data breaches beyond its reasonable control.