

SOUTH AFRICAN TOURISM (30 361 891 074) situated at SUITE 302, LEVEL 3, 117 YORK ST, SYDNEY, hereafter referred to as ("the Promoter") will be running the "South African Tourism 'So you think you know South Africa' Training Game" Competition ("the Promotion").

Commencing Wednesday October 2, 2019 at 9:00:00am (AEST) and closing on Friday January 10, 2020 at 11.55:00pm (AEST) ("Promotion Period")

## **TERMS AND CONDITIONS**

In consideration of you entering the Promotion you agree to the following:

### **How to Submit a Valid Entry**

1. You are eligible to enter if you:
  - 1.1. are a person who is a travel agent or wholesaler in Australia or New Zealand who is 18 years or over;
  - 1.2. are capable of engaging in strenuous physical activity without risk to your health;
  - 1.3. have a valid passport and are willing to travel to South Africa;
  - 1.4. are willing to participate in the activities listed in the prize;
  - 1.5. submit a Valid Entry (see below);
  - 1.6. agree to the Terms and Conditions;
  - 1.7. do not breach the Terms and Conditions; and
  - 1.8. are not an employee, or immediate family member of an employee, of the Promoter or an entity associated with the Promotion.
2. The only way to submit a Valid Entry is by downloading and playing the 'So you think you know South Africa' Training Game as follows:
  - 2.1 Correctly answering as many questions as possible with the aim of completing all levels of the game. Each 'star' earned while playing the game will give you one entry into the competition draw. The more stars you earn the more entries you will have in the competition draw (eg. earn 150 stars, you get 150 unique entries into the draw);
  - 2.2 providing your valid contact details as requested;
  - 2.3 by reading and agreeing to the Terms and Conditions.

### **Conditions of Entry**

3. You acknowledge and agree that:
  - 3.1. you are in good physical health, and capable of participating in strenuous physical activity;
  - 3.2. you do not suffer from any illness or injury that prevents you from engaging in strenuous physical activity;

- 3.3. to the extent permitted by law, you indemnify the Promoter, its agents and servants from any claim, loss, damage or damages whatsoever, including, but not limited to, economic, direct or indirect loss, or personal injury suffered or sustained in connection with, or arising from, this Promotion;
- 3.4. the Promoter does not warrant the accuracy of any information provided to you about the Promotion;
- 3.5. if requested, you must participate in editorial activities relating to the Promotion including, but not limited to, being interviewed and photographed;
- 3.6. You must be available for travel on the dates nominated by South African Tourism; if not the prize cannot be transferred to someone else or taken at another time.
- 3.7. You must be employed as a travel agent or wholesaler at the time of travel or you will forfeit the prize;
- 3.8. the Promoter may collect your personal information, including, but not limited to, your name, likeness, email address, picture and participation in editorial activities ("Personal Information");
- 3.9. you must inform the Promoter if your personal information changes during the Promotion Period;
- 3.10. you consent to the Promoter's privacy policy;
- 3.11. you consent to the Promoter disclosing, publishing and disseminating your personal Information by any means including, but not limited to, in websites, social media, other media coverage, blogs, photographs and videos;
- 3.12. you consent to the Promoter sending you emails from the Promoter for research, survey, competition and general promotion purposes;
- 3.13. you grant the Promoter a worldwide, royalty free, perpetual, exclusive and irrevocable licence to use your entry for any purpose;
- 3.14. you unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of your moral rights, or present and future rights of a similar nature, conferred by law anywhere in the world whether occurring before or after this consent is given ("Moral Rights");
- 3.15. you waive all Moral Rights that arise outside Australia or New Zealand; and
- 3.16. you will not start, continue or support any claim or proceeding for infringement of your Moral Rights or intellectual property rights.

6. The time of entry (or entries) will be each time you earn a star in the South Africa Training Game. You may not receive a confirmation message that you have submitted a Valid Entry (or entries). The Promoter is not responsible if a Valid Entry (or entries) is not received whether this is caused by a system difficulty or malfunction or any other reason.

7. If, for any reason, the Promotion is not capable of running as planned the Promoter reserves the right in its absolute discretion to take any action that is legally available to reschedule, change or cancel the Promotion.

### **Choosing a Winner**

8. The Promoter may, in its absolute discretion, disqualify an otherwise Valid Entry if, in the reasonable opinion of the Promoter, you have not complied with these Terms and Conditions or the entry process.

9. Six winners will be randomly chosen by an independent scrutineer on behalf of the Promoter. This draw is scheduled for Wednesday 15 January 2020 @ 10am.

10. The Promoter may select alternative winners to replace any subsequently disqualified winner, or a winner who does not claim their prize within a reasonable period of time from being notified, or cannot travel on the dates of the famil ("Alternate Winners").

11. All decisions of the Promoter are final and no correspondence will be entered into.

12. The winners will be notified by email or phone before 5pm (AEST) Friday January 17, 2020 and the winners' names will be published on the competition site on January 23; visit <https://www.southafrica.net/gl/en/trade/page/training-game-competition>

13. In the event the prize notification email is returned as undeliverable or not acknowledged, such prize will be forfeited and an alternative winner will be selected via a random unclaimed prize draw scheduled to be held on Monday 17 February at 10am. Unclaimed prize winners will be notified by email before 19 February 2020. The winners of all unclaimed prizes will be published on the competition site on 25 February 2020: <https://www.southafrica.net/gl/en/trade/page/training-game-competition>

### **The Prize**

13. There will be 6 prizes up for grabs, each prize represents a spot on an arranged famil to South Africa. The famil will be an 8 day, 7-night trip to South Africa for 6 agents and 2 hosts with an estimated total value of \$8000 each. Each winner will receive:

- 13.1. 1 x economy class return South African Airways flight from Perth to Johannesburg.
- 13.2. 1 x economy class return flight from your nearest Australian/NZ capital city (Sydney, Brisbane, Melbourne, Perth, Adelaide, Auckland, Wellington) to connect with the flight from Perth.
- 13.3. domestic flights in South Africa.
- 13.4. 7 nights' 4-5 star accommodation in South Africa, including a luxury safari lodge. (Total trip including international flights is 9 days).
- 13.5. most day tours, activities, and game drives are included.
- 13.6. most meals and transfers are included.

14. The Prize is:

- 14.1. not transferable, exchangeable or redeemable for cash;
- 14.2. subject to any terms and conditions of the Promoter or any third party providers which the Prize Winner must agree to before accepting the prize;
- 14.3. claimable up to 7 days after being notified of the prize. The Promoter may allocate the prize to an Alternate Winner if you are unable to travel on the trip dates selected in 2020;
- 14.4. substitutable for Prizes of a similar value in the Promoter's absolute discretion if for any reason the Prizes, or any element of the Prizes, are unavailable;

- 14.5. expected to take place in June 2020, subject to flight and accommodation availability
- 14.6. subject to the Prize Winner satisfying lawful health, behaviour, age and safety requirements; and
- 14.7. exclusive of any additional costs and liabilities incurred by the Prize Winner that are not expressly stated as forming part of the Prize including, but not limited to, spending money, some meals, taxes (excluding flight taxes), visas, additional travel, tips & gratuities, personal, property & health insurance, transport to and from departure point, items of a personal nature, in-room charges, wifi, losses, damages, claims, legal costs and increased personal taxation liabilities (“Additional Costs and Liabilities”).

15. Authorised under NSW Permit No. LTPS/19/37834. SA Permit No. T19/1503. ACT Permit No. TP 19/04130.

16. You agree to indemnify the Promoter against any Additional Costs and Liabilities you incur. You must pay and incur all Additional Costs and Liabilities as per clause 14.7. The Promoter, its agents and servants are not liable for any Additional Costs and Liabilities.