

West Aussie All Stars Trade New Zealand Incentive Promotion

1. The Promoter is the **WESTERN AUSTRALIAN TOURISM COMMISSION** a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668 (“**Promoter**”).
2. A reference to the Promoter includes its officers, employees, agents and contractors.
3. The Promoter is running the West Aussie All Stars Trade New Zealand Incentive FY24/25 (“**Promotion**”). The Promotion exists to incentivise New Zealand-based leisure travel advisors to complete all thirteen (13) West Aussie All Stars training modules by 5pm (AWST) on 28 February 2025 for the chance to win a Kimberley Pearl bracelet from the Cygnet Bay Pearl Farm valued at AUD \$460.
4. Entry is open to people 18 years or older who are a Resident of New Zealand and currently employed as a leisure travel advisor for a travel organisation with a registered New Zealand Business Number (NZBN) (“**Entrant**”).
5. By submitting an entry to this Promotion the Entrant is deemed to accept these Terms and Conditions.
6. Officers and employees of the Promoter and the Promoter’s contractors and agents associated with this Promotion and their immediate family are not eligible to enter. For the purpose of this clause 'immediate family' means 'spouse, de-facto, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin'.
7. The Promotion commences at 12:01 am Australian Western Standard Time (AWST) on 02 December 2024 and closes at 11:59 pm (AWST) on 28 February 2025 (“**Promotional Period**”).
8. To enter, Entrants must, during the Promotional Period, successfully complete all thirteen (13) modules from the West Aussie All Stars trade training program available on www.watrade.com.au (“**Training Program**”).
9. The modules of the Training Program include:
 - a) Perth;
 - b) Perth Surrounds;

- c) The South West;
 - d) The Coral Coast;
 - e) Broome and the Dampier Peninsula;
 - f) Kununurra and the Kimberley;
 - g) The Pilbara;
 - h) The Golden Outback.
 - i) Western Australia, Walking On A Dream;
 - j) Road Trips;
 - k) Aboriginal Experiences;
 - l) Cruising; and
 - m) 2024 Events.
10. Only one (1) entry per entrant is permitted.
11. Upon the completion of the Training Program during the Promotional Period, the Entrants will automatically be entered into the Promotion.
12. A total of one (1) winner will be selected by Seaview Marketing (chosen as a random draw), on behalf of the promoter on Monday, on 3 March 2025 at the offices of Seaview Marketing Ltd, 28 Point Wells Road, Auckland 0986, New Zealand (“**Seaview Marketing**”) and will be notified on behalf of the Promoter by Seaview Marketing via email.
13. On behalf of the Promotor, Seaview Marketing will attempt to contact the Prize winner on the date they were chosen, and for a period of up to five (5) business days following this date, by email. The winner must claim their prize within that period, or the prize will be forfeited and another winner selected, if applicable, on 11 March 2025.
14. The winner will receive a Kimberley Pearl bracelet from the Cygnet Bay Pearl Farm valued up to AUD \$460 (inc GST) (**Prize**). The Promoter accepts no responsibility for change in Prize value between now and the Prize redemption date.

15. The winner must advise their full name and contact details to the Promoter within two (2) weeks of winning the Prize. The Promoter will then post the Kimberley Pearl bracelet to the New Zealand postal address provided by the winner.
16. The Prizes are exclusive of any additional costs and liabilities incurred beyond the value of the Prize (used in accordance with the conditions of use) or incurred after the Prize has been redeemed.
17. Individual terms and conditions may apply for some parts of the Prize and the Prize winners should refer to these on receipt of the Prize.
18. If any part of the Prize is unavailable, the Promoter, at its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any law or written directions from a regulatory authority.
19. Prizes are personal, non-refundable non-transferable, non-exchangeable, and not redeemable for cash.
20. The Promoter reserves the right to verify by any means which the Promoter considers necessary the identity of any entrant and to satisfy itself that the entrant has fulfilled these Terms and Conditions. The Entrant must co-operate fully with the Promoter in any verification process.
21. If an entrant breaches any of these Terms and Conditions, acts unlawfully, tampers or attempts to tamper with the Promotion, jeopardises the fair and proper conduct of the Promotion, or acts improperly or unethically (each in the Promoter's sole opinion), the Promoter reserves the right to disqualify the entry and any Prize(s) will be forfeited.
22. The Promoter's decision is final and binding. No correspondence will be entered into. No Entrant shall have, bring or assert any legal or equitable right under or in connection with the Promotion or these Terms and Conditions, including anything done, attempted, not done or not attempted by the Promoter under or in connection therewith. In that regard, neither the Promotion, nor these Terms and Conditions, nor anything done, attempted, not done or not attempted by the Promoter under or in connection therewith shall be justiciable. The preceding provisions of this clause 22 apply even if the Promoter, through its negligence, has caused the Entrant any sort of loss.
23. The Promoter may suspend, vary or cancel the Promotion at any time.

24. If the Promotion is being conducted electronically:
- a) the time of entry will in each case be at the time the online entry is received by the Promoter's database. The Promoter accepts no liability, in negligence or howsoever, for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason;
 - b) any costs associated with accessing the Training Program or completing the modules are the entrant's responsibility and may depend on the entrant's usage plan;
 - c) the entrant must not submit an entry which includes any computer virus or other harmful computer software; and
 - d) the entrant must not tamper with the entry mechanism, use scripting or an application code to submit multiple entries or manipulate the participation process or the entry mechanism adopted by the Promoter.
25. The Promoter reserves the right to contact any entrant in connection with future promotions. If an entrant does not want this to occur, the entrant may in accordance with the Promoter's Privacy Policy, unsubscribe from the mailing list at the time of receiving any promotional material.

26. All entries become the property of the Promoter.
27. If the Promotion involves an entrant submitting the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same), the Promoter may use any of these for any purpose in any media for an unlimited period of time without remuneration.
28. If the Promotion involves the entrant submitting anything in writing, the entrant grants to the Promoter the copyright to it and warrants to the Promoter that it is the entrant's original work.
29. The Promoter collects personal information in order to conduct the Promotion and may disclose such information to third parties, including, but not limited to, prize suppliers, and for future promotional, marketing and publicity purposes. Entrants should direct any written request to access, update or correct personal information to the Promoter.
30. To the fullest extent permitted at law all implied terms and conditions are excluded from these Terms and Conditions.
31. To the fullest extent permitted at law, each entrant releases the Promoter from any and all liability (in negligence or howsoever) for costs, damages, expenses, and losses which any entrant may suffer or incur as a result of the Promoter's action or inaction arising out of or in connection with the Promotion or these Terms and Conditions. The entrant agrees not to bring or assert any claim, proceeding or cause of action against the Promoter, accordingly. The entrant shall indemnify the Promoter from any and all losses, costs and expenses sustained by the Promoter on account of the entrant breaching this clause 31 or any other provision of these Terms and Conditions.
32. Without limiting clause 33 in no circumstances is the Promoter liable to any entrant for any indirect or consequential losses, including but not limited to loss of opportunity (including business opportunity), revenue or profit.
33. Without limiting clauses 33 and 34, the Promoter is not liable (in negligence or howsoever) to the entrant for the acts or omissions of third parties (including any parties for whom the Promoter is or may be vicariously liable).
34. These Terms and Conditions are governed by the laws of Western Australia irrespective of the place of residence of any entrant.

35. In these Terms and Conditions, unless the context otherwise requires –

entrant or Entrant means someone who participates by submitting an Entry to the Promotion.

Entry or entry means the entry into the Promotion during the Promotional Period in accordance with the requirements of these Terms and Conditions.

Promoter means the Western Australian Tourism Commission a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668.

Promoter's Privacy Policy means the privacy policy accessible at http://www.westernaustralia.com/au/Pages/Privacy_Statement.aspx

Resident of New Zealand means a person who currently resides in New Zealand and can provide evidence of the currency of their residency in New Zealand through such documents as a driver's licence, motor vehicle registration, residential accommodation ownership and occupation or rental agreements being current during the Promotional Period.