

TERMS AND CONDITIONS
On The Water Prize Draw

Promotion Name	Fight a Fish with Guesty Prize Draw
Terms and Conditions	Information on how to enter and prize(s) form part of these Terms and Conditions (terms). By participating, entrants agree to be bound by these terms. Entries must comply with these terms to be valid.
Promotion Website	www.pirtekfishingchallenge.com.au
Promoter	National Fishing Challenge Pty Ltd, 3-7 Garling Road, Kings Park, NSW, 2148. ABN 45 131 475 986
Promotion Type	Game of chance
Promotional Period	<p>The Promotion commences at 12.01am (AEDT) on 4 January 2021 and closes at 11.59pm (AEDT) on 16 April 2021.</p> <p>The Promotional Period is subject to change at the Promoter’s discretion and all changes will be notified on the Promoter’s website www.pirtekfishingchallenge.com.au.</p>
Eligible Entrants	<p>Entry is open to all Australian companies. A corporate entry is 16 or more entrants from the one company.</p> <p>Employees (and their immediate families) of the Promoter, its related entities and any agencies associated with this Promotion are ineligible to enter.</p> <p>“Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.</p> <p>The Promoter is responsible for determining whether a company is eligible to enter in its absolute discretion.</p>
How To Participate	<p>All paid and registered 2021 Pirtek Fishing Challenge corporate entrants are eligible and automatically entered into the Fight A Fish With Guesty Prize Draw.</p> <p>Upon registration to the 2021 Pirtek Fishing Challenge fishing competition the corporate entrant will receive an email confirming entry to the 2021 Pirtek Fishing Challenge fishing competition and the Fight A Fish With Guesty Prize Draw.</p> <p>It is the responsibility of the entrant to provide the required information.</p> <p>Corporate entrants may only enter the Fight A Fish With Guesty Prize Draw once.</p>
Draw	<p>This promotion is a game of chance. Skill plays no part in determining the winners.</p> <p>The Promoter will randomly draw the prize winners using a barrel draw system from the Promoters head office at Pirtek Fluid Systems Pty Ltd, 3-7 Garling Road, Kings Park, NSW, 2148, at 11am (AEDT) on 22 April 2021.</p> <p>An independent scrutineer/Justice of the Peace will observe the Draw process and announcement of the winners.</p> <p>The first valid entry randomly drawn will win the major draw Prize (Winner).</p>
Prizes	There is one (1) major Prize to be won:

The first randomly drawn entry will win a half day guided fishing tour for four (4) people with Michael Guest on their local waterway. Retail value up to \$2000.00

Included in the prize:

1. A four (4) hour guided fishing tour with a licensed charter fishing company operating within the local area of the winning entry.
2. Michael Guest will host the fishing charter.
3. The fishing charter is for a maximum of four (4) people.
4. All fishing tackle will be provided on the day.

All participants are responsible for making their own way to and from the fishing charter boarding location.

Prize must be taken before 21 October 2021.

Maximum total prize pool for the Fight a Fish with Guesty prize draw is \$2000.00.

Notifications

The Winner will be notified by email and telephone within 2 days of the draw.

The name of the prize Winner will be published on www.pirtekfishingchallenge.com.au on 1 May 2021.

The name of the prize Winner along with their town and State location will be published in The Australian on Tuesday, 4 May 2021

In the event the Winner cannot be contacted, the Promoter will retain the Prize for three (3) months from the date of the Draw. If the Prize is not claimed within this time, the Promoter will re-draw another winner for the unclaimed Prize at 3-7 Garling Road, Kings Park, NSW, 2148 at 11am (AEST) on 22 July 2021 by way of a barrel draw (**Re-draw**).

An independent scrutineer/Justice of the Peace will observe the Re-draw process and announcement of the Winner.

The Winner of the Re-draw will be contacted in writing and by telephone within 2 days of the Re-draw. Their name will also be published on www.pirtekfishingchallenge.com.au on 22 July 2021.

The name of the prize Winner along with their town and State location will be published in The Australian on Tuesday, 2 August 2021.

General Terms and Conditions

1. The details above and the following clauses collectively form the terms and conditions of the Promotion (Terms and Conditions).
2. All dollar values are in Australian Dollar Currency.
3. Each corporate entrant is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
4. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
5. The Promotion is not valid in conjunction with any other offer.
6. The Promotion may be extended at the Promoter's absolute discretion
7. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
8. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility or breach of these Terms and Conditions after the Promoter has awarded a prize to the ineligible entrant. Payment of the prize value to the Promoter may be required by the Promoter if this occurs.
9. Incomplete, indecipherable or illegible entries will be deemed invalid. Entrants are responsible for ensuring their correct personal information and contact email address are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an entrant fail to receive their prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
10. Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the entrant.
11. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion.
12. The Promoter may, in its sole discretion, declare any entry or entrant invalid if the entrant:
 - a. submits an entry outside the Promotional Period;
 - b. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, the prize supplier, another entrant or potential entrant of, or anyone else associated with, this Promotion;
 - c. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
 - d. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
13. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including, without limitation, an entrant's identity and place of residence). Errors and omissions may be accepted or rejected at the Promoter's absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
14. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.
15. The Promoter will telephone and email the winner to advise them of their win, ask for acceptance of the prize and confirm their postal address (Win Notification).
16. If a winner:
 - a. fails to respond to the Promoter within 90 days of the Win Notification;
 - b. does not provided a valid address;

- c. does not provide complete details; or
 - d. for any other reason, is determined to be ineligible by the Promoter, then the Promoter will reclaim the prize.
17. It is a condition of accepting the prize that the entrant must comply with all the conditions of use of the prize and prize supplier's requirements. The entrant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize supplier in their absolute discretion. The prize must be taken and used as stated and no compensation will be payable if an individual is unable to use the prize as stated.
18. The Promoter may communicate or advertise this Promotion via social media platforms (Platforms) including, without limitation, Facebook and Instagram. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with these Platforms. Entrants are providing their information to the Promoter and not to the Platforms. Each entrant completely releases the Platforms from any and all liability.
19. The prize is subject to availability, not transferable and not exchangeable for cash.
20. If a prize is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority.
21. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees).
22. Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
- a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorised access or third party interference;
 - c. any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d. any variation in prize value to that stated in these Terms and Conditions;
 - e. any tax liability/implications incurred by an entrant; or
 - f. use of a Prize.
23. The Winner of the Fight a Fish With Guesty Prize Draw:
- a. acknowledge that boating and associated activities contain elements of risk and danger;
 - b. acknowledge that the decision to participate in the prize draw and the decision to accept the prize is theirs alone;
 - c. accept full responsibility for their own safety and the risks and consequences of boating and associated activities;
 - d. hold National Fishing Challenge Pty Ltd, Pirtek Fluid Systems Pty Ltd, its associated companies and franchisees; and Michael Guest; blameless;
 - e. release and discharge National Fishing Challenge Pty Ltd, Pirtek Fluid Systems Pty Ltd, its associated companies and franchisees; and Michael Guest; and
 - f. indemnify National Fishing Challenge Pty Ltd, Pirtek Fluid Systems Pty Ltd, its associated companies and franchisees; and Michael Guest; for any claims, actions, suits and court proceedings brought against it or any of them arising from the conduct of the Fight a Fish With Guesty Prize Draw.
24. Any attempt to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and/or civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

25. In participating in the Promotion and accepting the Prize, each winner agrees to participate and co-operate as required in all editorial and marketing activities relating to the Promotion, including, without limitation, being interviewed, photographed and video recorded (Material). Each winner agrees to granting the Promoter a perpetual, non-exclusive, non-revocable, and royalty-free licence to use such Material in all media, including, without limitation, online social networking sites, and the winner will not be entitled to any fee for such use. Winners will be published on the Promotor's website: www.pirtefishingchallenge.com.au and on its various social media accounts.
26. If there is any dispute, disagreement or ambiguity relating to any of the points contained in these Terms and Conditions an Entrant may contact the Promoter in the first instance for resolution. If resolution is not reached between the Entrant and the Promoter; the Promoter will appoint an independent mediator.

DELIVERY

27. The Winner should receive their Prize within 180 days from the end of the Promotional Period.

PRIVACY AND PERSONAL INFORMATION

28. Participation in this Promotion is conditional on providing personal information. This includes names, emails, phone numbers and addresses. All information entrants provide will be used by the Promoter for the purpose of administering this Promotion and awarding the prizes. The Promoter may disclose entrants' personal information to the prize supplier as well as the Promotor's contractors and agents to assist in conducting this Promotion and as required, to regulatory authorities.
29. The Promoter will otherwise handle entrants' personal information in accordance with its Privacy Policy which is available on request by contacting Pirtek Fluid Systems Pty Ltd on 02 8822 9000.