

TERMS AND CONDITIONS
Lowrance Fishing Club Giveaway

Competition Name	Lowrance Fishing Club Giveaway
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.
Competition Website	www.pirtekfishingchallenge.com.au
Organiser	National Fishing Challenge Pty Ltd, 3-7 Garling Road, Kings Park, NSW, 2148. ABN 45 131 475 986
Competition Type	Game of skill
Competition Period	<p>The Competition commences at 12.01am (AEDT) on Monday, 4 January 2021 and closes at 11.59pm (AEDT) on Friday, 16 April 2021.</p> <p>The Competitional Period is subject to change at the Organiser's discretion and all changes will be notified on the Organiser's website www.pirtekfishingchallenge.com.au.</p>
Eligible Entrants	<p>Entry is open to all registered Australian Fishing Clubs.</p> <p>The Organiser is responsible for determining whether a Fishing Club is eligible to enter in its absolute discretion</p>
How To Participate	<p>All paid and registered 2021 Pirtek Fishing Challenge entrants are eligible to enter the Lowrance Fishing Club Giveaway</p> <p>It is the responsibility of the entrant to provide the required Fishing Club information.</p> <p>Entrants may only enter the Lowrance Fishing Club Giveaway once.</p>
Rules	<p>This Competition is a game of skill. Chance plays no part in determining the winners.</p> <p>The Fishing Clubs with the highest number of registered Pirtek Fishing Challenge Competitors in each of the States/Territories listed below will win one (1) major Prize.</p> <ol style="list-style-type: none">1. ACT/New South Wales (combined)2. Queensland3. Victoria4. South Australia5. Western Australia6. Tasmania7. Northern Territory <p>The Fishing Clubs with the second highest number of registered Pirtek Fishing Challenge Competitors in the States/Territories listed below will win one (1) major Prize:</p> <ol style="list-style-type: none">1. ACT/New South Wales (combined)2. Queensland3. Victoria <p>In the event of a tie, i.e. two or more Fishing Clubs in the same State or Territory with an identical number of registered Competitors, a count-back will apply. The Fishing Club with the first registration will win the prize.</p> <p>For example, The SA Blue Fishing Club and the SA Red Fishing Club both registered 30 members. John Smith from the SA Blue Fishing Club registered at 2pm on January 10 and</p>

Jane Smith from the SA Red Fishing Club registered at 2.10pm on January 10. The prize will be awarded to the SA Blue Fishing Club.

Competition data will be analysed by the Competition Organisers.

Proof of position held within the winning registered Fishing Clubs will be required before prizes are awarded.

Prizes

There are ten (10) major Prizes to be won:

1. The Fishing Club with the highest number of registered Pirtek Fishing Challenge competitors in ACT/New South Wales will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00
2. The Fishing Club with the second highest number of registered Pirtek Fishing Challenge competitors in ACT/New South Wales will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00.
3. The Fishing Club with the highest number of registered Pirtek Fishing Challenge competitors in Queensland will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00.
4. The Fishing Club with the second highest number of registered Pirtek Fishing Challenge competitors in Queensland will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00.
5. The Fishing Club with the highest number of registered Pirtek Fishing Challenge competitors in Victoria will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00.
6. The Fishing Club with the second highest number of registered Pirtek Fishing Challenge competitors in Victoria will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00.
7. The Fishing Club with the highest number of registered Pirtek Fishing Challenge competitors in Tasmania will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00
8. The Fishing Club with the highest number of registered Pirtek Fishing Challenge competitors in South Australia will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00
9. The Fishing Club with the highest number of registered Pirtek Fishing Challenge competitors in Western Australia will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00
10. The Fishing Club with the highest number of registered Pirtek Fishing Challenge competitors in the Northern Territory will win a Lowrance Hook Reveal 5 SplitShot. RRP \$549.00

Total prize pool for the Lowrance Fishing Club Competition is RRP\$5490.00.

Notifications

The Winners will be notified by email and telephoned within 2 days of the announcement.

The names of the prize Winners will be published at www.pirtekfishingchallenge.com.au on Saturday, 1 May, 2021.

General Terms and Conditions

1. The details above and the following clauses collectively form the terms and conditions of the Competition (Terms and Conditions).
2. All dollar values are in Australian Dollar Currency.
3. Each entrant is responsible for ensuring their familiarity with these Terms and Conditions at the time of participation. Participation in this Competition is deemed acceptance of these Terms and Conditions. The Organiser'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 Organiser's decision in relation to any aspect of these Term and Conditions and the Competition is final and binding on every person who participates. No correspondence will be entered into.
5. The Competition is not valid in conjunction with any other offer.
6. The Competition may be extended at the Organiser's absolute discretion
7. Entrants can only participate in the Competition 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 Organiser can rely on these Terms and Conditions even if the Organiser only learns of a person's ineligibility or breach of these Terms and Conditions after the Organiser has awarded a prize to the ineligible person. Payment of the prize value to the Organiser may be required by the Organiser 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 Organiser. The Organiser accepts no responsibility should an entrant fail to receive their prize because of a failure to notify the Organiser 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 Organiser's database, not the time of transmission by the entrant.
11. The Organiser does not warrant that the entry mechanism will be available at all times during the Competition.
12. The Organiser may, in its sole discretion, declare any entry or entrant invalid if the entrant:
 - a. submits an entry outside the Competitional Period;
 - b. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Organiser, the prize supplier, another entrant or potential entrant of, or anyone else associated with, this Competition;
 - 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 Competition which is misleading, deceptive, fraudulent or damaging to the Organiser's goodwill or reputation.
13. The Organiser 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 Organiser's absolute discretion. Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights. The Organiser's legal rights to recover damages or other compensation from such an offender are reserved.
14. If this Competition 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 Organiser, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Competition, as appropriate, subject to any directions from any relevant authority.
15. The Organiser will telephone and email winners 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 Organiser 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 Organiser, then the Organiser 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 Organiser's discretion) sign any legal documentation as and in the form required by the Organiser 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 Organiser may communicate or advertise this Competition via social media platforms (Platforms) including, without limitation, Facebook and Instagram. However, the Competition is in no way sponsored, endorsed or administered by, or associated with these Platforms. Entrants are providing their information to the Organiser 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 Organiser 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 Organiser (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 Competition, including, but not limited to, where arising out of the following:
- a. any technical difficulties or equipment malfunction (whether or not under the Organiser'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 Organiser) due to any reason beyond the reasonable control of the Organiser;
 - 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. Winners of the Lowrance Fishing Club Giveaway:
- a. acknowledge that boating and associated activities contain elements of risk and danger;
 - b. acknowledge that the decision to participate in the Lowrance Fishing Club Giveaway 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; Navico Australia Pty Ltd, its associated companies; blameless;
 - e. release and discharge National Fishing Challenge Pty Ltd, Pirtek Fluid Systems Pty Ltd, its associated companies and franchisees; Navico Australia Pty Ltd, its associated companies; and
 - f. indemnify National Fishing Challenge Pty Ltd, Pirtek Fluid Systems Pty Ltd, its associated companies and franchisees; Navico Australia Pty Ltd, its associated companies; for any claims, actions, suits and court proceedings brought against it or any of them arising from the conduct of the On The Water Prize Draw.
24. Any attempt to deliberately undermine the legitimate operation of the Competition may be a violation of criminal and/or civil laws and should such an attempt be made, whether successful or not, the Organiser

reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Organiser may determine from time to time to the fullest extent permitted by law.

25. In participating in the Competition and accepting the Prize, each winner agrees to participate and co-operate as required in all editorial and marketing activities relating to the Competition, including, without limitation, being interviewed, photographed and video recorded (Material). Each winner agrees to granting the Organiser 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. Winners should receive their Prize within 30 days from the announcement date of Winners.
28. The Organiser will make reasonable efforts to deliver Prizes to the addresses provided by winners. The Organiser highly recommends a current residential street address be provided for ease of correspondence and delivery. The Organiser cannot guarantee that any Prizes returned to the Organiser due to non-delivery at the provided address will be re-sent to winners.
29. The Organiser and their associated agencies, and companies associated with this Competition will take no responsibility for prizes that are damaged, stolen, misdirected or lost in transit.

PRIVACY AND PERSONAL INFORMATION

30. Participation in this Competition is conditional on providing personal information. This includes names, emails, phone numbers and addresses. All information entrants provide will be used by the Organiser for the purpose of administering this Competition and awarding the prizes. The Organiser may disclose entrants' personal information to the prize supplier as well as the Promotor's contractors and agents to assist in conducting this Competition and as required, to regulatory authorities.
31. The Organiser 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.