

New Caledonia Tourism South Point I Feel the Pulse AU Promotion

CONDITIONS OF ENTRY ENTERING THE COMPETITION PROMOTER

1. This New Caledonia Tourism South Point I Feel the Pulse AU Promotion ("Competition") is conducted by New Caledonia Tourism South Point ("Promoters") and GTI (ABN 87 122 809 974, 10 boronia street, Redfern, NSW, 2016 ("Promoters").

PARTICIPATION

2. Entering the Competition constitutes acceptance of these conditions.

3. The Competition is only open to Eligible Entrants.

4. An "Eligible Entrant" is an individual who is: I. Not an employee, officer, servant or contractor of the Promoters or any organisation associated with the Competition or provision of the prize, or their related bodies corporate or associates or any of their agencies involved with the Competition; II. Not a spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of such an employee or other person as described in clause 4(i) above; III. A permanent resident of Australia; and IV. Aged 18 years or over

5. All relevant instructions on the Promoters' website (if any) form part of these conditions.

COMPETITION ENTRY PERIOD

6. Entry to the Competition opens at 5pm AEST on 29th October 2019 and ends at 5.00pm AEST on 30th November 2019. ("Entry Period").

7. All Eligible Entrants must ensure that their entries are received by the Promoters during the Entry Period. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoters are not responsible for receipt of incorrect, inaccurate or incomplete information.

ENTERING THE COMPETITION

8. An Eligible Entrant can only enter the Competition by complying with each of the following requirements: I. Visiting <https://pulse.newcaledonia.travel/au> II. the user needs to pick 5 favourite experiences and answer the question provided on the website in 25 words or less. III. Tick the terms and conditions box, read and accept the contents of Feel the Pulse AU Terms and conditions "I have read and agree to the competition rules and would like to receive New Caledonia Tourism's newsletter" IV. Click on 'Submit Entry'

9. All Eligible Entrants must ensure that their entries are received by the Promoters during the Entry Period. Entries are deemed to be received at the time of receipt into the Promoter's database. The Promoters are not responsible for receipt of incorrect, inaccurate or incomplete information either caused by website users or by any of the equipment or programming associated or utilised in this Competition, or by any technical errors that may occur in the course of administration of this Competition. The Promoters assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of Entries.

10. The Promoters reserve the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

11. The Promoters reserve the right to display, promote or use for marketing purposes any entry in the Competition without regards to the comparative exposure of the entry in relation to any other entry.

12. Without limiting the rights granted to the Promoters, the entrant acknowledges the Promoter may exercise the non-exclusive right throughout the world to communicate the entry in whole or in part to the public on any media platform.

DETERMINATION OF COMPETITION WINNER

13. This is a game of skill. The most creative entry will win the prize. The selection will take place at GTI, 10 boronia street, Redfern, NSW, 2016 on 04th December 2019. The winner ("Winner") of the prize ("Prize") comprising of; I. Two (2) return Economy Class tickets with the airline Aircalin departing from the winner's closest International airport in Australia (Brisbane, Melbourne, Sydney), six (6) nights in New Caledonia (1 bedroom), domestic flights and transfers selected by the promoters, rental car providing during the stay in selected and activities selected by the promoters. The winner may choose to extend his or her stay in New Caledonia at their own cost. II. The entrant must be over 18 years old.

14. The Winner will be contacted by email or phone

15. The Prize winner will be announced by the 06th December 2019.

16. Total prize pool is valued at up to AU\$4,972

FLIGHTS

17. Ticket will be issued at the latest by 01st December 2020. Travel is not permitted during peak travel times, e.g. Christmas, School Holidays, Easter and other blackout periods may apply. Travel will be subjected to seat availability and travel embargoes.

18. The tickets are only valid for a maximum stay of thirty (30) days; any unused portion of the tickets after the expiry date shall be deemed null and void.

19. Winner will be responsible for all travel costs to and from the point of departure, spending money, travel insurance, freight, excess baggage, meals, ground transportation, accommodation and any other expenses.

20. The tickets are not eligible for an upgrade to a higher class and will not accrue frequent flyer points.

21. Ticket modification fees: the 1st date or name change is free; any additional changes will be charged at the applicable rate according to the booking class. An airport no-show will result in the tickets being forfeited.

22. This prize is non-negotiable, non-transferable, non-exchangeable for cash in part or in full, and may not be sold to any third party.

23. Passengers must travel together on all sectors.

24. It is recommended to the Winner to make his or her flight reservations as soon as possible as flights are strictly subject to availability and confirmation. The Winner's preferred dates/flights may not be available, and in this circumstance the Winner will need to be flexible with travel dates/flights in order to claim the Prize.

25. Flights operated by Aircalin: 1 piece of luggage allowed (max. 23 kg) + 1 piece of sports equipment (max. 23 kg).
26. The Winner's name will be published on New Caledonia and GTI's Newsletter, social media channel, and website.
27. Photo identification (e.g. a Driver's License, Passport) will be required to verify the winner is an Eligible Entrant.
28. Flight arrangements will be made by a designated New Caledonia representative. The Winner's desired travel dates must be communicated to a representative within 30 days of winning the Prize.
29. The Winner is recommended to book as early as possible to ensure travel as early as possible. The prize cannot be refunded for cash or transferred. The prize does not include any other travel costs to and from the Winner's city of residence to Brisbane, Melbourne, Sydney. Airline tickets must be used in conjunction with the trip, over the specified routing in the stated class of travel. Travel restrictions may apply.
30. Travel dates are based on availability on the day of booking as determined by and at the discretion of the airline. Flights are subject to availability. All bookings are subject to the terms and conditions of the operators. New Caledonia Tourism South Point and GTI do not take liability for any flight cancellations that may disrupt the prize. The Winner and his or her party must hold valid passports with a minimum of six months validity at time of travel.
31. The Prize is valid from 06th December 2019 up until 01st December 2020.
32. The Prize winner and his or her travel companions must be available to travel between the period of 06th December (when the Winner is announced) to 01st December 2020 in accordance with fare validity. Excluding blackout dates as stated above.
33. If for any reason the Winner is unable to accept the prize as stated for the dates indicated, the Winner will forfeit the prize and no compensation will be given in lieu. If any part of the Prize is unavailable, the Promoters, in their sole and absolute discretion, reserve the right to substitute the Prize (or that part of the Prize) with any alternative prize. If the prize is unavailable the Promoters are able to substitute a prize of equal or greater value subject to relevant state and territory regulations.
34. It is the Winner's personal responsibility to ensure that he or she and their party have valid travel and health documentation. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers. The Promoters make no representation as to the safety, conditions or other issues that may exist at any destination. Cash will not be awarded in lieu of the Prize or element thereof, unless stated.

PRIZE DRAW DATES & PUBLICATION DATES

35. This is a game of skill. The Winner will be selected on 04th December 2019, by New Caledonia representatives and GTI at 10 boronia street, Redfern, NSW 2016. The most creative entry will win. The judges include New Caledonia and GTI.
36. The Winner has 2 weeks to claim the Prize. A new Winner will be selected after these 2 weeks have passed at 10 boronia street, Redfern, NSW 2016 should the previous winner not claim his or her prize within the 2 week period. The Promoter reserves the right to re-select an entry in the event of any Eligible Entrant not claiming the Prize. If the Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoters will conduct a further selection for all unclaimed prizes, at the same time and place as the original selection, when 2 weeks have passed.

ENTRY VERIFICATION AND ENTRANT DISQUALIFICATION

37. If drawn as the Winner an Eligible Entrant must deliver to the Promoters (by a means determined by the Promoters) evidence of any documents the Promoters may request establishing eligibility (as described in clause 4 (i), (ii),(iii),(iv)) to enter and win, including evidence of residence and photo identification and knowledge of the email recipient that the entry was submitted and proof of the validity of this email address. The Promoters may make one or more requests for such documents. Once the identity of documents available is established, an Eligible Entrant must deliver requested copies within 7 days of being asked to do so.

38. The Promoters may, at their absolute discretion, declare any or all entries made by an Eligible Entrant invalid if the Eligible Entrant: (i) fails to establish his or her entitlement to enter the Promotion to the Promoter's satisfaction; or (ii) in the Promoter's opinion, tampers with the entry process or benefits from such tampering; or (iii) uses falsified email addresses or non-personal email addresses or where the entrant does not know or have personal dealings with the email recipient or (iiiv) in the Promoter's opinion, submits an entry which is not in accordance with these Conditions.

FORFEITURE AND RETURN OF PRIZES

39. If an Eligible Entrant breaches his or her obligations under these Conditions or any agreement with the Promoters, the Promoters may determine that the Eligible Entrant has forfeited his or her Prize.

GENERAL

40. The Total Prize is AU\$4,972.

41. The Promoters take no responsibility for the value of the Prize depreciating between the start of the Competition and receipt of the Prize.

42. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition.

43. Any changes to the Competition and/or Terms and Conditions relating to the promotion (including prize variations, cancellation or suspension of your promotion), are subject to the approval of all relevant State and Territory Lottery Departments.

44. The Promoter assumes no responsibility for: (i) any error, omission, interruption, or delay in operation or transmission of any communication sent to (or by) the Promoters or any Eligible Entrant, (ii) any theft, destruction or unauthorized access to, or alteration of such communications; (iii) any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Promotion; (iv) any incorrect or incomplete information which may be communicated in the course of administering this Promotion (whether as a result of one of the foregoing causes or otherwise).

45. All of the Promoter's decisions are final and no correspondence will be entered into.

46. The Promoter accepts no responsibility for any tax liability incurred as a result of an Eligible Entrant participating in the Competition. Eligible Entrants should obtain independent tax and copy financial advice.
47. Except as specifically set out herein and to the maximum extent permitted by law, all conditions, warranties and representations expressed or implied by law are hereby excluded.
48. To the full extent permitted by law, the Promoters, their associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Promotion or its prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. Nothing in these conditions is intended to exclude, restrict or modify an Australian Entrant's rights under the Competition and Consumer Act 2010.
49. Each Eligible Entrant agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed.
50. Each Eligible Entrant grants the Promoters and its associated entities an exclusive, royalty-free, irrevocable, perpetual, worldwide and transferable license (including the right to sub-license) to use such footage and photographs for promotional and marketing purposes, including online social networking sites.
51. If any provision of these conditions is held to be illegal, invalid, void or otherwise unenforceable, it shall be severed from the remaining provisions, which shall continue in full force and effect.
52. PROMOTER's decision on all matters relating to a contest is final, conclusive and binding on all participants and winners.
53. PROMOTER and its authorized agencies shall not be liable for any damages, loss or inconvenience for any matter arising out of or in connection with a contest.
54. PROMOTER reserves the right to vary the terms and conditions herein at any time at its absolute discretion without further notice. PROMOTER may also create rules which will apply to a specific contest only.
55. All winners will be selected at PROMOTER's discretion based on the rules or criteria of each contest.
56. PROMOTER's decision as to those able to take part and selection of winners is final. No correspondence relating to the contest will be entertained.
57. The winner will be notified by email. If PROMOTER or GTI cannot contact you or you do not respond within two weeks, PROMOTER reserves the right to offer the prize to another contest entrant.
58. No prize or part of a prize is exchangeable for cash, tickets or services.
59. If an advertised prize is not available, PROMOTER reserves the right to offer an alternative prize without giving notice.
60. Incorrectly completed entries will be disqualified.

61. PROMOTER is not responsible for inaccurate prize details supplied to any entrant by any third party connected with a contest.

62. PROMOTER shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to this webpage.

63. PROMOTER also reserves the right to cancel the contest if circumstances arise outside of its control.

64. All contests, and these terms and conditions are governed by the laws of New Caledonia and all participants agree to submit to the exclusive jurisdiction of the New Caledonia courts.

PRIVACY

66. Eligible Entrants' personal information will be collected by or on behalf of the Promoters to enable it to administer the Competition and publicise its Winner. The Promoters will not sell personal information to other organisations. The personal information of the Winner may be provided to others assisting in the conduct of the Competition, including deliverers. Persons may contact the Promoter by communication addressed to GTI at the address in condition 1 to request access to, or correction of, any of their collected personal information that is held by the Promoters. If an Eligible Entrant does not provide accurate personal information the Promoters may determine that they are not eligible to win the Prize.

LAWS

67. The laws of Australia apply to the Competition to the exclusion of any other laws. Eligible Entrants submit to the exclusive jurisdiction of the courts of Australia.

68. The Eligible Entrant agrees to indemnify the Promoters and their associated entities, officers, employees, and agents against all liabilities, expenses, losses, claims, damages and costs arising out of or in connection with: i. The Eligible Entrant's participation in the Competition; or ii. The use of the Eligible Entrant's Entry