

# BCF Classic Golden Ticket Promotion

## TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. **Entry is only open to Australian residents aged 18 years or over.**
3. Employees (and their immediate families) of the Promoter and BCF stores associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, 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 1<sup>st</sup> cousin.
4. Promotion commences on 18/03/15 and ends at 5:00pm AEDST on 10/04/15 ("**Promotional Period**").
5. To enter, individuals must purchase 10 normally offered Classic lures from Participating BCF stores to receive 1 Golden boxed lure. The Golden boxed lures cannot be purchased individually and a copy of the receipt will be conditional to confirm the purchase.
6. The winning ticket will be included in the sealed box and will be accompanied by a special 1 off Gold Classic lure. Consolation prizes including shirts and caps will also have a winning ticket included and will be accompanied by special Silver and Bronze Classic lures
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the sealed boxes or entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
9. The winner will need to either phone or email the correct details included on the winning ticket / tickets to confirm and collect the prize ( Special and unique details will be included in the winning boxes )
10. The winners of the Consolation Silver prize will need to email the special winning email address to confirm the size of the shirt required and delivery address ( Special and unique details will be included in the Silver winning boxes )
11. The Promoter's decision is final and no correspondence will be entered into.
12. The Major Golden ticket prize includes 2 return flights from either Queensland or Darwin (Commercial airports only) to Normanton, transfers to Karumba, 3 nights' accommodation at the END OF THE ROAD MOTEL, KARUMBA POINT, 2 days fully guided fishing with Carpentaria Sport and Game Fishing Charters, Breakfast and Lunch to be provided by Carpentaria Charters and dinners provided at the Sunset Tavern next door to the hotel (Excludes Drinks).
13. The Silver Consolation prize is a Classic lure shirt; the winner must notify JM Gillies with details included on the specially marked ticket of the size required and address delivery information. 25 specially made silver lures and tickets will be sent out as part of the promotion
14. The Bronze Consolation prize is a Classic Cap; the winner must notify JM Gillies with details included on the specially marked ticket of the size required and address delivery information. 50 specially

made Bronze lures and tickets will be sent out as part of the promotion ( Special and unique details will be included in the Bronze winning boxes )

15. Spending money, insurance, transport to and from departure point, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be booked by **31/04/2015**. Prize must be taken by **31/08/2015** and is subject to booking and flight availability.
16. The winner and his/her companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the winner in agreement with the Promoter, but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. The itinerary cannot be changed by the winner once the booking has been confirmed by the Promoter. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
17. Total prize pool value is up to \$4800
18. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash.
19. Subject to the unclaimed prize draw clause, if the winner does not take the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 or prize claim 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 incurred by a winner or entrant; or (f) taking/use of and/or participation in the prize.

25. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
26. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. In addition to any use that may be outlined in the Promoter's PIP Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
27. The Promoter is JM Gillies Australia ABN 29 004 840 439 [www.jmgillies.com.au](http://www.jmgillies.com.au)