

**The Bruny Island Long Weekend, Island Menu & Convict Wines
“Merry Christmas From Tasmania Competition”**

TERMS AND CONDITIONS

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.

Method of Entry

2. Subject to the following terms and conditions, entry is only open to Australian residents aged 18 years or over (“Eligible Entrants”). All employees and their immediate families of the Promoter and related corporations and agencies associated with this promotion are ineligible to enter. The winner must provide proof of age to receive the wine pack.
3. 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 entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
4. To enter the competition, participants must register at <http://www.brunyislandlongweekend.com.au/tassiepresent> and submit a sentence on what you would most love for Christmas from Tasmania.
5. All Eligible Entrants must provide their name, and e-mail address and consent to their name and their entry (including photographs) being used for promotional or marketing purposes. Additionally, all Eligible Entrants must warrant that any material that they post or upload on the Website will not infringe the Intellectual Property Rights of any third party (including any moral rights). All Eligible Entrants unconditionally consent to any infringement of their Moral Rights (or the Moral Rights of any third party) resulting from the use of any material posted by them by the Promoter.
6. All entries must comply with all applicable laws and become and remain the property of the Promoter. Entries including infringing, offensive or inappropriate material will be deemed invalid.

The Competition

7. The competition commences on 01 December, 2012 (AEST) and concludes 23 December 5pm (AEST).
8. All valid entries will be entered into the competition. Judging will take place on 24 December 2012 at Island Menu’s Hobart Office, 70 Hampden Rd, Battery Point, 7004 at 10am (AEST) and be decided by a judge appointed by the Promoter.
9. This is a game of skill. Chance plays no part in determining the winner. Each entry will be individually judged based on creative merit. The Promoter’s decision in relation to any aspects of the competition is final and no correspondence will be entered into.
10. Online entries are limited to one entry per person and must be in accordance with the entry requirements and there will only be one prize package provided.
11. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Incomplete or incomprehensible entries will be deemed invalid.

12. The winner will be advised by email and phone on the 24 December 2012 by 5pm. The name of the winner will be published on, www.islandmenu.com.au, <http://www.convictwines.com.au/>, and www.brunyislandlongweekend.com.au
13. If the prize winner cannot be contacted by 4th January 2013, the Promoter will award the prize to the second best judged entry decided on 5th January at 10am (AEST). In the event that the winner cannot accept the prize (for whatever reason) the prize will be forfeited by that winner and the third best judged entry will be awarded the prize and so on until a valid winner is found who is able to accept the prize. The prize cannot be transferred to another person unless agreed by the Promoter.
14. No responsibility will be taken for lost, incomplete, incorrectly submitted, delayed, corrupted or misdirected entries, claims or correspondence destruction, transmission interruption, communications failure or otherwise. The promoter has no control over communication networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) cost occurred.
15. 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: (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.

Prize

16. The best entry, as determined by the Promoter in its absolute discretion, will win:
 - A trip on The Bruny Island Long Weekend for 2 adults,
 - Economy airfares for two from any Australian capital city to Hobart Tasmania.
 - 1 premium subscription Convict Wines for 1 year (2 deliveries)
 - Custom Hard Cover Cookbook from your trip on the BILW
 - 3hr Photography lesson from Island Menu for two
17. Unless expressly stated in these terms and conditions the Prize Winners are responsible for all other expenses including but not limited to spending money, transfers (transfers within Tasmania included), laundry charges, activities, incidentals, taxes, energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
18. The Holiday Prize winner and travelling companion ("the Prize Winners") must travel from the same place and at the same time. If the Prize Winners do not ordinarily reside in Tasmania they are responsible for arranging at their own cost and expense all transport to and from their principal place of residence to their nearest capital city. If the Prize Winners ordinarily reside in Tasmania, then the flight component of the prize will be forfeited and the Prize Winners will responsible for arranging, at their own cost, for all transport other than transport included as part of the Holiday Prize.
19. The Prize must be taken before 5 April, 2013. The prize must be taken by the time specified by the Promoter and is subject to availability. The Tour must be taken over a weekend (commencing Friday morning and concluding Sunday evening). If travel has not been redeemed within this time period, tickets shall be deemed null and void. The

prize cannot be changed once the booking has been confirmed by the Promoter or its agents with the prize winner.

20. The prize must be taken as offered and cannot be varied. In the event for any reason a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. The total prize package is valued at approximately \$5000. Prize values are GST inclusive and are in Australian dollars. Prize values are the recommended retail value as provide by the supplier and are correct at time of printing. The Promoter accepts no responsibility for any variation in prize value. The prize does not include insurance, spending money, incidental costs or any other costs of a personal nature not stated.
21. Redemption of prizes is subject to the standard terms and conditions of individual prize and service providers. Prizes do not include any ancillary costs associated with redeeming the prize

Release from Liability

22. The Promoter and its associated agencies shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect, special or consequential loss or loss of profits), expense, damage or for any personal injury or death suffered or sustained (whether or not arising from any persons negligence) in connection with this competition or accepting or using any prize/s, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. As a condition of accepting the prize, the winner (and their companions) 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.

Personal Information

24. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to prize suppliers and Australian regulatory authorities (where required). Entry is conditional on providing this information. Unless otherwise advised, the Promoter may also use the information for promotional, marketing and publicity purposes including sending electronic messages. Entrants should direct any requests to access update or correct information to the Promoter.

The Promoter

25. The Promoter is The Bruny Island Long Weekend. 62 Napoleon St, Battery Point, TAS 7004 Australia. ABN 16 156 488 694