

Smart On Hold & FNQ Tourist Information's Holiday Of A Lifetime

Terms & Conditions

Participation

1. This competition ('the Competition') is conducted by The Trustee for The NVA Trust T/A Smart On Hold Options ('the Promoter') ABN (97283674065) at 828 Underwood Road Rochedale South QLD 4123, Phone (07)31170700 And FNQ Tourist Information ABN 89307524538 22 Diamond St, Mt Sheridan, Qld, 4868 Phone 1300 731 620
2. Entry to the Competition constitutes acceptance of these Conditions. All entry instructions and prize information published by the Promoters form part of these Conditions.
3. The Competition is open to residents eighteen years and over of Victorian, New South Wales, Western Australia, Tasmania, Northern Territory And Queensland Only. The Competition is open to Eligible Entrants. An "Eligible Entrant" is an individual who:
 - I. Is a resident of nominated State or Territory nominated in clause 3 and
 - II. Is not an employee of any of the Promoter or any of their related corporations or any of their agencies associated with the Competition; and
 - III. Is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee.
4. All times and dates are in Australian Eastern Standard Time or Australian Eastern Daylight Savings Time, whichever is applicable in Melbourne, Australia) unless otherwise stated.
5. Competition commences on 04/01/16 and closes at 6.00Pm AEST on 09/12/16
6. A resident of Australia is a person defined under Section 7(2) of the Social Security Act 1991.
7. Information on how to enter forms part of the conditions of entry.
8. Entry can be made via Smart On Hold when a person; makes an enquiry, purchases a service, provides a testimonial, Likes our Facebook Smart On Hold page and/or provides a referral. Also, if you enquire and/or book accommodation with FNQ tourist information.
9. Subject to all other terms contained in these Conditions, an Eligible Entrant may enter online and must include, First Name, Last Name, Email address, Phone number, Postcode.

10. Entries are deemed to be received at the time of receipt into the Competition database and NOT at the time of transmission by the Eligible Entrant. The Promoter takes no responsibility for late or misdirected entries.
11. Any costs associated with accessing the Competition are the responsibility of the person seeking access and are dependent on the internet service provider used.
12. Eligible Entrants must submit their internet entries online using an internet browser. The Promoter may reject internet entries if they reasonably form the opinion that they have been entered using automated entry means or by use of a competition entry service.
13. The random draw from valid entries, will take place on the 12/12/16. The draw will take place in the presence of an independent witness at 11:00 am (AEST), at Telads Australia Pty Ltd Operations, 123 Margaret Street Toowoomba QLD 4350. The first valid entry drawn will win the travel prize as listed in clause (15). The winner will be notified on the same day of the draw and the winning name will be published on www.smartonhold.com.au & www.fngapartments.com.au for a minimum period of 28 days.
14. The winner will also be given the opportunity to participate in a “lucky Draw” event. The event will be held at Island Views, 79-83 Williams Esplanade, Palm Cove QLD 4879 on 17/01/17 at 11.00 am AEST. The winner of the initial prize will be invited to attend a lucky draw. Should the winner not be able to attend the draw a proxy will be appointed. In the presence of an independent witness / scrutineer, the entrant or proxy will have the chance to select one envelope from 250 envelopes contained in the draw box. Only one envelope shall have prizes as listed in clause (15).
15. Prizes;
 - First prize; Travel Package prize for 2 adults. Including return economy flights for 2 adults from winners nearest capital city, transfers to and from Cairns airport to the Island View Apartments Palm Cove - 7 nights accommodation staying at the Island View Apartments Palm Cove Queensland 4.5-star rated
 - Must travel between 15th - 22nd January 2017 - must be these dates
 - Travel package value for two people \$1,500.00

Lucky envelope prize (one envelope contains two prizes). A Toyota Corolla Ascent Sport 1.8L Petrol CVT 5 Door Hatch. Glacier White Car includes all on road costs valued at \$23,500.00 And \$75,000 cash.

Total possible Prize Pool Value \$100,000.00

16. Subject, where relevant, to any directions given under the legislation regulating the Competition, if the first prize (travel package) is not claimed and due to travel dates, we reserve the right for the prize will be awarded to another Eligible Entrant, selected, in the presence of an independent witness, by random draw at Telads Australia Pty Ltd Operations, 123 Margaret Street Toowoomba QLD 4350 at 11:00 am (AEST) on 10/01/17. If there is such a redraw, the name of any winner in the redraw will be notified by telephone and in writing on the same day of the draw and published on the same day on 10/01/17 and published at www.smartonhold.com.au & www.fnqapartments.com.au
17. If the prize (or part of a prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Competition. The Promoter accepts no other liability or responsibility for any loss incurred by the winner or any other party if a prize (or part of a prize) is unavailable for any reason.
18. The vehicle, if won, will be collected from the promoter by arrangement. Any additional transportation requirements will be at the winner's expense. The cash component, if won, will be paid to the winner by bank cheque or via electronic funds transfer to winner's bank account.
19. Except as provided for in these Conditions, a right to receive a prize is not transferable. Except where cash is provided as a prize, all other prizes are not transferable or redeemable for cash.
20. In order to be entitled to a prize, the winner must, if requested by the Promoter, agree to and sign: (i) an eligibility form confirming their compliance with the Conditions and eligibility to accept the prize; and (ii) a liability release, waiver and/or indemnity in favour of the Promoter and/or any person or other entity associated with this Competition.
21. All entries to the Competition may be subject to verification by the Promoter. The Promoter will reimburse an Eligible Entrant for any reasonable costs incurred in complying with this condition. An Eligible Entrant MUST deliver to the Promoter (by a means determined by the Promoter) copies of any documents the Promoter may request establishing eligibility to enter or win, including evidence of age, residence or identity. The Promoter 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. At the Promoter's request, an Eligible Entrant MUST also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document.
22. The Promoter may, at their absolute discretion, declare any or all entries made by an entrant invalid if the entrant: i. fails to establish their entitlement to enter the Competition to the Promoter's satisfaction; or ii. produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered,

incomplete or tampered with in any way; or iii. in the Promoter's opinion, tampers with the entry process or benefits from such tampering; iv.uses multiple email addresses or aliases; orv.in the Promoter's opinion, submits an entry which is not in accordance with these conditions.

23. Incomplete or indecipherable entries will be deemed invalid

LIABILITY

24. The Promoter takes no responsibility for any variations in value of the prize.
25. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by fraud, unauthorised intervention, vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserve the right to cancel, terminate, modify, suspend or recommence the Competition, subject to the approval of the authorities that have issued permits for its conduct.
26. To the extent permitted by law, the Promoter and the Promoter's Agent are not responsible and liable for: i.Inaccurate / incorrect transcription of entry information. ii.any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoters or any Eligible Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, or otherwise,iii. any theft, destruction or unauthorized access to, or alteration of such communications; iv.any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Competition; v.any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise).
27. CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS COMPETITION, TO CAUSE DAMAGE TO OR TO OTHERWISE UNDERMINE THE FAIR AND LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFER ENCE OR UNDERMINING.
28. To the full extent permitted by law, the Promoter, their associated companies and agencies and all those entities' personnel (the 'Relevant Parties') excludes all liability for any loss (including any damage, claim, injury, cost or expense) whatsoever which is suffered or incurred by any Eligible Entrant arising out of or otherwise in connection with an Eligible Entrant, the Competition or the prize, including: i.any indirect, economic or consequential loss; ii.any loss arising from

or contributed to by the negligence of a Relevant Party; iii.any liability for personal injury or death; and iv.use of the prize. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or its employees or agents for breach of any such rights is limited to the payment of the costs of having the prize supplied again.

GENERAL

29. All of the Promoters' decisions are final and no correspondence will be entered into.
30. The winner consents to the Promoter using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times, without remuneration, for the purpose of promoting this Competition, the Promoter and/or any of the Promoters' products.
31. Eligible Entrants' personal information will be collected by or on behalf of the Promoter to enable them to administer the Competition and publicise their winner(s) and, if an Eligible Entrant consents, may be used to market the Promoters' products to the Eligible Entrant. The personal information of the winners may be provided to others assisting in the conduct of the Competition, including the Competition administrator, prize suppliers and deliverers, and to regulatory authorities. Eligible Entrants may contact the Promoter during business hours to opt-out, request access to, or corrections of, any of their collected personal information that is held by the Promoter. If an Eligible Entrant does not provide accurate personal information the Promoter may, in their absolute discretion, determine that they are not eligible to win a prize.

Authorised under NSW permit number LTPS/15/09993