

**Terms and Conditions of**  
**Northern Territory (NT) Study NT Agent Roadshow familiarisation tour**  
**Prize Promotion**

**DEFINITIONS**

1. In these Terms and Conditions, unless the contrary intention appears, the following words and phrases have the following meanings:

**Entrant** means an Australian or New Zealand resident aged 18 years or older having submitted an Entry in accordance with these Terms and Conditions and Schedule, excluding:

- (a) management, employees, directors and contractors of the Promoter, its related entities, and other agencies, firms or companies associated with the Promotion (including suppliers of the Prize);
- (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph (a) above;
- (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter.

The persons referred to in sub-paragraph (b) above includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Entrant in its absolute discretion.

**Entry** means the submission of a validly completed and verified entry form through the Website during the Promotion Period.

**Prize** means the Prize specified in Item 5 of the Schedule.

**Promotion** means the competition described in these Terms and Conditions.

**Promotion Entry Period** means the period during which the Promotion is open for Entrants to enter the promotion as specified in Item 1 of the Schedule.

**Promotion Period** means the period specified in Item 2 of the Schedule.

**Promoter** means NT Government, of Level 8 Charles Darwin Centre, 19 The Mall, Darwin NT 0800.

**Website** means the website specified in Item 7 of the Schedule.

**ENTRY INTO PROMOTION**

2. Entry into the Promotion is open to any person who meets the requirements of an Entrant stipulated in paragraph 1 of these Terms and Conditions.

3. Entry into the promotion is deemed acceptance of these Terms and Conditions.
4. The Promotion is a game of chance. Skill plays no part in determining the winners.
5. The Entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter'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 the Terms and Conditions generally.
6. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.

### **HOW TO ENTER**

7. Entrants must, during the Promotion Entry Period, follow the steps specified in Item 3 of the Schedule to enter and be eligible to win.
8. Entrants may enter the Promotion once during the Promotion only.
9. Entrants can only enter the Promotion in their own name.
10. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
11. Entry into the Promotion is free. However, Entrants must bear their own costs of participating in the Promotion.
12. The Promoter is not responsible for technical difficulties with the entry mechanism.
13. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.
14. Entries are deemed to be received at the time of receipt into the Promoter's database, not the time of transmission by the Entrant.
15. All Entries including words and images submitted by Entrants become the property of the Promoter and may be used in future marketing initiatives at the discretion of the Promoter.

### **VERIFICATION**

16. If requested by the Promoter, Entrants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the Prize (if won) and compliance with these Terms of Conditions. If the items required by the Promoter are not received or an Entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry submitted by the Entrant will be deemed as invalid. The Prize will only be awarded following all verification requirements of the Promoter being met to its satisfaction.

## **WINNER ASSESSMENT & PRIZE INFORMATION**

17. The draw of all Entries received during the Promotion Entry Period will take place at the location and time specified in Item 4 of the Schedule.
18. During the draw, Entries will be drawn at random.
19. One Entrant will win the Prize.
20. The winning Entrant will be notified through the methods specified in Item 6 of the Schedule.

## **PRIZE CONDITIONS**

21. The Prize, or components of the Prize, are not transferable or exchangeable and cannot be taken or redeemed as cash. The Prize must be taken as offered and may not be varied.
22. In the event that for any reason the winning Entrant 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 winning Entrant.
23. The winning Entrant must complete and sign all relevant waiver forms prior to receiving the Prize.
24. Participation in the Prize is subject to, and acceptance of, such other terms and conditions as may be imposed by third party providers involved in providing goods or services included in the Prize.
25. The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the Prize is obtained through any of these methods, it will not be honored.
26. The Prize cannot be won by an individual who has been on a Study NT familiarisation tour in the past 24 months.
27. Prize documentation will be delivered to the winning Entrant at the contact details communicated to the Promoter during verification of the Entrant.
28. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning Entrant is.
29. The Promoter accepts no responsibility for any variation in the value of the Prize from the time of creating the Promotion materials.
30. If the Promoter is unable to provide the winning Entrant with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize.

## **GENERAL**

31. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
32. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Promotion.
33. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.
34. All Entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the Prize to the ineligible person. Return of the Prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
35. The:
  - (a) Promoter, the Promoter's related entities, and all agencies associated with the Promotion; and
  - (b) the employees, agents, directors and contractors, of all entities referred to in the above sub-paragraph (a),shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
36. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.
37. The winning Entrant must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

**CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

#### **RISKS BORNE BY ENTRANTS**

38. The Entrant acknowledges and agrees that:
- a) to the extent permitted by law, the Entrant indemnifies the Promoter and its personnel from any claim, loss, damage or damages whatsoever, including, but not limited to, economic, direct or indirect loss, or personal injury suffered or sustained in connection with, or arising from, this Promotion; and
  - b) if, for any reason, the Promotion is not capable of running as planned the Promoter reserves the right in its absolute discretion to take any action that is legally available to the Promoter to reschedule, change or cancel the Promotion.
39. Entrants acknowledge and agree that the Promoter (and the Northern Territory of Australia):
- a) accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise;
  - b) has no control over communication networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise; and
  - c) is not liable for any consequences of defects or errors including in connection with the Promotion's automated entry process, defect in any connectivity to the Site or any device or software.

#### **PERSONAL INFORMATION**

40. By participating in the Promotion, the Entrant acknowledges and agrees that the Promoter will:
- a) collect, hold, use and disclose the Entrant's personal information (including evidence provided by the Entrant or the request for exemption submitted by the Entrant in accordance with Item 3 of the Schedule, which constitutes health information) in order to facilitate the Entrant's participation in the Promotion;
  - b) use the Entrant's personal information for future promotional and marketing purposes regarding the Promoter's products and services including contacting the Entrant via any contact details provided by the Entrant without further reference or compensation to the Entrant. If the Entrant does not wish to receive future marketing information from the Promoter, the Entrant may request not receive further promotional or marketing communications from the Promoter at any time by contacting the Promoter or unsubscribe from the mailing list at the time of receiving any promotional material;
41. Any collection, storage or use by the Promoter of any personal information (including any health information) provided by an Entrant will be subject to the provisions of the *Information Act 2002* and IPPs while the personal information is in the possession of the Promoter. For more information about how the Promoter manages personal information, how to contact us, and how the Entrant can access the information we

hold about the Entrant, please refer to our Privacy Policy available at:  
<https://northernterritory.com/find-out-more/privacy>.

## SCHEDULE

Item 1	<b>Promotion Entry Period</b>	From 3pm AEST on Tuesday 19 November 2024 to 5pm AEST Thursday 21 November inclusive (entry period end date is subject to change at the discretion of the Promoter).
Item 2	<b>Promotion Period</b>	From 19 November 2024 until 21 November 2024.
Item 3	<b>Entering the Promotion</b>	<ol style="list-style-type: none"> <li>1. The purpose of this promotion is to encourage education agents attending the Study NT Agent Roadshow to meet with our participating international education and training providers, increase their knowledge of international education in the Northern Territory of Australia and promote the region. To that end, to enter and be eligible to win, Entrants must, during the Promotion Period:             <ol style="list-style-type: none"> <li>a. Attend the Study NT Agent Roadshow in Brisbane (Tuesday 19 November); or Melbourne (Wednesday 20 November); or Sydney (Thursday 21 November).</li> <li>b. Complete all questions in the 'Passport' provided to each registered attendee and submit it to the event organiser by 4:30pm on the day of their agent event.</li> </ol> </li> <li>2. At time of entering the competition Entrants must be an international education agent.</li> <li>3. Entrants may enter the Promotion once per prize during the Promotion only.</li> <li>4. Incomplete, illegible, indecipherable or incorrect entries are not eligible to win.</li> <li>5. All entries including words and images submitted by Entrants become the property of the Promoter and may be used in future marketing initiatives at the discretion of the Promoter.</li> <li>6. For the purposes of this competition, entrant is not restricted to Australian and New Zealand residents.</li> </ol>
Item 4	<b>Prize Draw Locations and Time</b>	<ul style="list-style-type: none"> <li>• The draw of all Eligible Entries received during the Promotion Period will take place at 4:45pm on the day of each of the events by at least one (1) representative of the Promoter:             <ol style="list-style-type: none"> <li>(a) Tuesday 19 November, Brisbane;</li> <li>(b) Wednesday 20 November, Melbourne; and</li> <li>(c) Thursday 21 November, Sydney.</li> </ol> </li> <li>• Entrants must be in attendance at the time of draw.</li> <li>• During the Draw, Eligible Entries will be drawn at random, which have been submitted as part of the Eligible Entry in accordance with the eligibility to entering the promotion (Item 3).</li> </ul>

Item 5	<b>Prizes</b>	<p>(i) Three (3) winning Entrants will each receive one (1) all expenses paid trip* to Darwin for a familiarisation tour in 2025.</p> <p>Only Entrants who have completed all questions in the entry form will be eligible to go into the lucky draw.</p> <p>A total of three (3) places will be available for the Study NT famil to the NT in May 2025.</p> <p>(ii) The Prize, or any components of it, are not transferable or exchangeable and cannot be redeemed for cash.</p> <p>(iii) If a winning Entrant does not take an element of the Prize at the stipulated time that element will be forfeited.</p> <p>(iv) Each winning Entrant must complete and sign all relevant waiver forms prior to receiving their respective Prize.</p> <p>(v) Participation in the Prize is subject to, and acceptance of, such other terms and conditions as may be imposed by those involved in the providing of the products and services included in the Prize. Each winning Entrant must agree to those terms and conditions when claiming their Prize.</p> <p>(vi) The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party. If the Prize is obtained through any of these methods, it will not be honoured.</p> <p>(vii) Prize documentation will be delivered to the winning Entrant at the address communicated to the Promoter during verification of the Entrant.</p> <p>(viii) If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons is the winning Entrant.</p> <p>(ix) The Prize must be taken as offered and cannot be varied.</p> <p>(x) The Promoter accepts no responsibility for any variation in the value of the Prize from the time of creating the Promotion materials.</p> <p>(xi) If the Promoter is unable to provide a winning Entrant with the Prize or any element of it, the Promoter reserves the right to supply an alternative prize of similar monetary value, with such value to be determined at the absolute discretion of the promoter.</p> <p>If a winning Entrant cannot be contacted or is unable to take the Prize on the designated travel dates, the Promoter will retain the Prize for one (1) week from the date of the draw. If the Prize is not claimed within one (1) week of the date of the draw, the Promoter will redraw another winner for the unclaimed Prize. The redraw will take place at the Judging Location by at least two (2) representatives of the Promoter.</p>
Item 6	<b>Notifying winning Entrant</b>	<p>The winning Entrants will be:</p> <p>(a) Notified in person, by phone and in writing via email.</p>
Item 7	<b>Website</b>	<a href="#">Study NT website</a>

\*All expenses includes: Australian domestic economy travel only, breakfast, lunch and dinner each day, transfers to and from the airport in the NT, and hotel accommodation within the NT at the absolute discretion of the Promoter .