

**Port Douglas Gran Fondo Festival – June/July Promotion Terms & Conditions ("Conditions of Entry")**

<b>Schedule</b>																	
<b>Promotion:</b>	Port Douglas Gran Fondo Festival – June/July Promotion																
<b>Promoter:</b>	Connect Sport Australia Pty Ltd ABN 68149656119, 9 Stapleton Close, Redlynch, QLD 4870, Australia. Ph: 0407114439																
<b>Promotional Period:</b>	<b>Start date:</b> 25/06/22 at 09:00 am AEST <b>End date:</b> 31/07/22 at 11:59 pm AEST																
<b>Eligible entrants:</b>	Entry is only open to Australian residents excluding individuals who live within a 500km radius of Cairns. Entrants under the age of 18 must have parent or legal guardian approval to enter.																
<b>How to Enter:</b>	To enter the Promotion, the entrant must purchase a ticket to take part in the Port Douglas Gran Fondo Festival during the Promotional Period. Eligible entrants who make a qualifying purchase will automatically be entered into the prize draw. For the sake of clarity, individuals who have purchased a ticket to take part in the Port Douglas Gran Fondo Festival prior to the Promotional Period (but after 30/04/22) will also automatically be entered into the draw.																
<b>Entries permitted:</b>	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. The entrant is eligible to win a maximum of one (1) prize (excludes SA residents). By completing the entry method, the entrant will receive one (1) entry.																
<b>Total Prize Pool:</b>	Up to AUD \$4,473.95																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Prize Description</th> <th style="width: 15%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 35%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td> <b>Prize 1:</b> The prize includes the following (to be taken in conjunction with the Port Douglas Gran Fondo Festival):                             <ul style="list-style-type: none"> <li>• Return economy flights to Cairns (with Virgin Australia) from any major airport more than 500k from Cairns (for two (2) people);</li> <li>• Two (2) x nights accommodation at Peppers Beach Club Port Douglas (check-in 10/09/22; check-out 12/09/22); and</li> <li>• Return airport transfers with Exemplar Coaches &amp; Limousines.</li> </ul> </td> <td align="center">1</td> <td>Up to AUD\$3,494.00 depending on point of departure</td> <td>Draw: computerised random selection - 02/08/22 at 12:00 pm AEST</td> </tr> <tr> <td><b>Prize 2:</b> The prize is a B&amp;W Bike Bag 2.</td> <td align="center">1</td> <td>AUD\$699.95</td> <td>Draw: computerised random selection - 02/08/22 at 12:00 pm AEST</td> </tr> <tr> <td> <b>Prize 3:</b> The prize is a Big Croc Feed Experience for two (2) people at Hartley's Crocodile Adventures.                       Prize is redeemable between 01/09/22 and 18/09/22.                       Prize is subject to the standard terms and conditions of individual prize and service providers.                 </td> <td align="center">1</td> <td>AUD\$280.00</td> <td>Draw: computerised random selection - 02/08/22 at 12:00 pm AEST</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Value (per prize)	Winning Method	<b>Prize 1:</b> The prize includes the following (to be taken in conjunction with the Port Douglas Gran Fondo Festival): <ul style="list-style-type: none"> <li>• Return economy flights to Cairns (with Virgin Australia) from any major airport more than 500k from Cairns (for two (2) people);</li> <li>• Two (2) x nights accommodation at Peppers Beach Club Port Douglas (check-in 10/09/22; check-out 12/09/22); and</li> <li>• Return airport transfers with Exemplar Coaches &amp; Limousines.</li> </ul>	1	Up to AUD\$3,494.00 depending on point of departure	Draw: computerised random selection - 02/08/22 at 12:00 pm AEST	<b>Prize 2:</b> The prize is a B&W Bike Bag 2.	1	AUD\$699.95	Draw: computerised random selection - 02/08/22 at 12:00 pm AEST	<b>Prize 3:</b> The prize is a Big Croc Feed Experience for two (2) people at Hartley's Crocodile Adventures.  Prize is redeemable between 01/09/22 and 18/09/22.  Prize is subject to the standard terms and conditions of individual prize and service providers.	1	AUD\$280.00	Draw: computerised random selection - 02/08/22 at 12:00 pm AEST
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<b>Prize Conditions</b>	<b>Prize 1:</b> <ul style="list-style-type: none"> <li>• Travel itinerary will be determined by the Promoter in its absolute discretion.</li> <li>• Prize is subject to the standard terms and conditions of individual prize and service providers.</li> <li>• The winner and his/her travel companion must depart from and return to the same departure point and travel together.</li> </ul>																

	<ul style="list-style-type: none"> <li>• Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</li> <li>• Spending money, meals, taxes (excluding airline and airport taxes), insurance, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included.</li> <li>• Travel must be taken on the dates required by the Promoter to coincide with the Port Douglas Gran Fondo Festival Event, as outlined in the prize description above. If the winner is unable to take the prize on the dates required by the Promoter they will forfeit their right to the prize.</li> <li>• The winner may be required to present their credit card at accommodation check in.</li> <li>• The prize requires the winner to contact the Promoter in order to book travel.</li> <li>• The winner and their travelling companion are responsible for meeting all travel and health requirements for any interstate travel. It is the responsibility of the winner and their travelling companion to check with all government health authorities regarding travel requirements and eligibility. Any fines, penalties, expenditure or inability to travel as a consequence of not meeting such requirements are the sole responsibility of the winner and their travelling companion.</li> <li>• The Promoter makes no representation as to the safety, conditions or other issues that may exist at any of the destinations or events forming part of the prize. It is the sole responsibility of winner to check government advisories and/or conditions regarding the safety and situation of any such destinations.</li> <li>• If the prize cannot be provided as intended due to any COVID 19 related restrictions or guidelines, the Promoter reserves the right to award an alternate prize in lieu or extend the travel period.</li> </ul>
<b>Winner notification:</b>	The winners will be contacted by using the contact details on file with the Promoter within seven (7) days of the draw. The winners will be published on <a href="https://portdouglasgranfondo.com.au">https://portdouglasgranfondo.com.au</a> on 09/08/22.
<b>Unclaimed Prizes:</b>	Prizes must be claimed by 01/09/22 at 12:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 02/09/22 at 12:00 pm AEST at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winners of the redraw will be notified by using the contact details on file with the Promoter within two (2) days of the redraw. The winners will be notified publicly (and their details published) on <a href="https://portdouglasgranfondo.com.au">https://portdouglasgranfondo.com.au</a> on 04/09/22.  If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at <a href="https://portdouglasgranfondo.com.au">https://portdouglasgranfondo.com.au</a> .

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. **Draw:**
  - a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 12:00 pm AEST on 02/08/22 using computerised random selection.

- i) The first three (3) valid entries drawn will be the winners of the prizes specified in the Schedule above.
  - b) Prizes will be drawn in descending order of value.
  - c) The draw conductor may draw additional reserve entries in the case an invalid entry or entrant is drawn.
  - d) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
10. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
12. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification, subject to any written directions of a regulatory authority.
13. No entry fee is charged by the Promoter to enter the Promotion.
14. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
15. Entrants' personal information will be collected by the Promoter and Bikesportz Imports Pty Ltd ("the Collectors"). Personal information will be stored on each Collector's database. The Collectors may use this information for future marketing purposes regarding their products, including contacting the entrant electronically. The Collectors are bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and their respective privacy policy which is located at [portdouglasgranfondo.com.au/privacy-policy/](http://portdouglasgranfondo.com.au/privacy-policy/) (for the Promoter) and at <https://www.bikesportz.com.au/promo/privacy-policy> (for Bikesports Imports Pty Ltd). Each privacy policy contains information about how the entrant may access, update and seek correction of the personal information either of the Collectors holds about them and how the entrant may complain about any potential breach by the Collectors of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Collectors gather personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
17. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner and their travel companion (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
18. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the

extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.

19. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
21. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
22. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
23. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
25. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
28. Authorised under: ACT Permit No. ACT TP 22/01047.