

Terms and Conditions

Caravan and Camping and Channel 9

The Caravan and Camping Show Competition

For the purposes of these Terms:

- "Competition" means the "Caravan and Camping Show" competition
- "Competition Period" means the period between Wednesday March 3rd 2010 until Tuesday 16th of March 2010 with SMS lines opening at 0900 (WST) Wednesday March 3rd 2010 and closing at 2400 (WST) Tuesday 16th of March 2010
- "Entrant" means a person who submits an Entry to the Competition in compliance with the Eligibility Rules
- "Entry" means an SMS by an Entrant who has accepted the Terms
- "Excluded Persons" means:
 - a. any directors, employees, or immediate family of Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants.
 - b. principals and staff of Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants along with their immediate families
 - c. principals and staff of any current supplier appointed by Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants including any immediate families of such persons.
- "Immediate family" includes partner/spouse, grandparents, parents, step-parents, siblings and step-siblings, children and step-children (whether natural or by adoption), uncles, aunts, nieces, nephews, first cousins and grandchildren;
- "Prize" means
 - Two x two week hire package from HireAcampertrailer.com.
 - Each camper trailer package will consist of:
 - 1 x new model Pioneer off road camper trailer
 - 1 x fully enclosed family room annexe
 - 1 x 40ltr Engel fridge/freezer
 - Table, chairs, groundcover, LED light and other basic camping accessories
 - Powered site fees at a Caravan Industry Association WA member caravan park
 - The prize will be valid for 12 months from the commencement of the promotion
 - The prize is non transferable and cannot be exchanged for cash
 - It is subject to availability
 - The tow vehicle must have a towing capacity of 770kg down weight on the towball

Valued at \$5, 000

- "Prize Winner" means the Entrant selected randomly by Active Call.
- "Prize Winning Entry" means an Entry selected by Active Call to win a single prize
- Swan Television and Broadcasters (Perth Channel 9) ABN 50 008 689 745
- Caravan Industry Association WA ABN 57 932 524 364
- Strahan Consultants ABN 70 101 291 794
- "Terms" means the terms and conditions of the Competition set out herein, including these definitions and the information on how to enter and redeem the Prize.

Eligibility Rules

- i. In order to be eligible to enter, the Entrant must:
 - A. agree to the Terms;
 - B. not be disqualified by virtue of Eligibility Rule (ii);
 - C. have provided a correct name
 - D. be an Australian resident.
- ii. Excluded Persons are not eligible to enter.
- iii. If there is a dispute as to the identity or eligibility Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants reserves the right, in its absolute and unfettered discretion, to determine the eligibility of the Entrant.
- iv. The Competition will be open to Entrants for the duration of the Competition Period.
- v. Only Entries received during the Competition Period will be acceptable for consideration by Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants.

Entry to the Competition

- vi. In order to enter the Competition the Entrant must:
 - A. Watch out for the TVC with the competition phone line that will be run through out the promotional period during both the day and at night.
 - B. Register to win by phoning a competition line during the promotional period
 - C. The entrant will need to supply their full name number and postal address.
- vii. Multiple entries to the competition are possible.
- viii. There is one entry mechanism, this is by means of the person having to phone **1900 999 555**
- ix. Phone entries are charged at 55c including GST.
- x. Entrants require a compatible phone connected to a provider which permits messaging to the promotional number. Entrants should check with their individual provider.
- xi. Phone provider is Active Call, **1900 999 555**
- xii. Each Entrant, who participates in this Competition by phoning the competition line, shall be deemed to unconditionally and irrevocably accept the Terms.

Determination of Winner

- xiii. There is one major prize which is valued at \$5, 000 and will be drawn by Active Call The prize will be announced on Channel 9's program Just Add Water on Sunday 21st March 2010.
- xiv. The Prize Winner will be advised of the Prize Winning by phone Monday 22nd March 2010 by Caravan Industry Association WA.

Prize Conditions

- xv. The Prize is non-transferable or exchangeable and cannot be taken for cash.
- xvi. The Prize will be organized by Caravan Industry Association WA and the winner must pick up the camper trailers from unit 17, 45 Ladner St O'Conner. To Make a booking, contact caravan Industry Association WA on 9240 8208 or email merle@caravanwa.com.au A minimum of 14 days notice should be given
- xvii. The prize is valid for 12 months and is subject to availability and will not be available during the December/January school holidays and Easter holiday period.
- xviii. The prize will be awarded to a parent or guardian if the winner is under the age of 18 years.

General Conditions

- xix. The Entrant consents to any activity by Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants for promotion, advertising and photographs, which would otherwise infringe the rights of the Entrant. The Entrant agrees that Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants may make whatever use of the Entry it sees fit for an unlimited time and without remuneration.
- xx. The Entrant agrees that he or she will not take any action in any jurisdiction which would or might invalidate or dispute the Competition or the Prize.
- xxi. The Entrant acknowledges and agrees that the selection of his or her Entry as the Prize Winning Entry shall not represent or confer any endorsement or sponsorship of the Entrant by Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants or an affiliation between Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants and the Entrant.
- xxii. In its absolute and unfettered discretion by Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants reserves their right to either disqualify an Entrant or modify, suspend or terminate the Competition or Prize, to the fullest extent permitted by law and may consider doing so in the event of either interference to the conduct of the Competition or change of circumstances that was not reasonably anticipated and is beyond the reasonable control of Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants.
- xxiii. By participating in the Competition, an Entrant:
 - A. authorises Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants and its contractors and agents to collect and use personal information about the Entrant and to disclose personal information about the Entrant Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants and its contractors and agents, for the purposes of conducting the Competition; and
 - B. consents Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants contractors and agents sending promotional, marketing and publicity information about other products and services of Strahan Consultants to the Entrant electronically, by telephone or by other means, indefinitely until such time as the Entrant expressly withdraws this consent by written notification to Caravan Industry Association WA.
- xxiv. The abuse of any automated entry software or any other mechanical or electronic means that allows a person to automatically enter the Competition repeatedly is prohibited and will render all entry forms submitted by that person or using that method invalid.
- xxv. To the extent permitted by law Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants (including their respective officers, employees and agents) excludes all liability (whether in contract or tort) for any personal injury; economic loss or damages (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way through the Competition, including, but not limited to, where arising out of the following:
 - A. any technical difficulties, operational failures or equipment malfunction (whether or not under Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants control);
 - B. any theft, unauthorised access or third party interference;

- C. any variation in the Prize's particulars or value to that stated in these Terms;
 - D. any tax liability incurred by the Prize Winner or Entrant
- xxvi. The decision of Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants in relation to any aspect of the Competition will be final and binding and Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants shall not entertain any correspondence on the matter.
- xxvii. Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants reserves the right, at any time, to:
- A. Verify the validity of Entries and Entrants (including an Entrant's legal identity, age and place of residence);
 - B. disqualify any Entrant who submits an on-line entry form that is not in accordance with these terms or who tampers with the entry submission process;
 - C. invalidate any Entry received from an Entrant who is subsequently determined to be ineligible or disqualified under these Terms.
- xxviii. Failure by Swan Television Broadcasters Pty LTD (STW9), Caravan Industry Association WA and Strahan Consultants to enforce any of its rights at any stage does not constitute a waiver of those rights.
- xxix. The Terms shall be governed by and are to be construed in accordance with the laws in force in Western Australia and any part of the Terms which is capable of operating following the cessation of the Competition Period shall continue to remain in full force and effect.