



### **Travelmarvel Competition Terms & Conditions**

1. Information on how to enter and the prizes form part of these conditions of entry. Entry into the competition is deemed acceptance of the terms and conditions.
2. Entry is open only to Australian residents only.
3. The Promoters are Travel Daily. The Prize Suppliers are Travelmarvel on behalf of Australian Pacific Touring Pty Ltd. (44 004 684 619) Employees of The Promoters and The Prize Suppliers and their advertising agencies, subagents, respective employees and their immediate families are ineligible to enter.
4. To enter, entrants are required to submit their answer to a daily question over the month of October to [rail@traveldaily.com.au](mailto:rail@traveldaily.com.au). The prize will be awarded to the person with: the highest number of correct answers provided over the month of October and the best response to the last question (as judged by the Judging Panel).
5. Winner will be notified by e-mail or phone. Judges' decision is final and no correspondence will be entered into.

### **PRIZE TERMS & CONDITIONS**

The prize consists of a 9 Day Edinburgh, the Highland & Islands tour with Travelmarvel, including all accommodation and most meals, activities and transfers on tour, as specified in the chosen trip brochure itinerary. The departure dates available for redemption are 2 June, 30 June, 4 September, and 15 September.

The value of this prize, itinerary and inclusions are correct at time of printing and subject to change at any time. Any change to the prize between the publishing date and the date the prize is claimed is not the responsibility of the promoter(s). The value of the prize is correct as at time of printing.

### **Conditions**

- Trip is subject to availability at time of reservation and reservations must be made at least 90 days prior to the departure date of the tour.
- The total prize value is up to \$7,790 (\$3,895 per person) (including GST). Prize value is recommended retail price, and is subject to change. The Promoter accepts no responsibility for any variation in the prize value.
- Winner and guest must travel together. Trip is provided on a twin share basis.
- If the winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian. Age restrictions apply. The decision for any person under 18 years of age to travel is at the absolute discretion of the management of Travelmarvel. Any minor guest must be accompanied by parent/legal guardian on the trip.

- Prize is non-transferable, non-refundable, cannot be sold or exchanged for cash and cannot be used in conjunction with any other offer.
- Accommodation selection, location and room type is at the sole discretion of the Promoter and the Sponsors.
- The prize and booking of the prize are subject to the terms and conditions of the prize provider Australian Pacific Touring.
- Additional expenses including flights, transport to/from the nearest Australian capital city airport, airport departure taxes, meals not specified in the chosen trip itinerary, insurance, any optional tours or activities during free time and items of a personal nature, are at winners' expense.
- It is a condition of entry that passengers take out comprehensive travel insurance (at their own expense) for use in conjunction with the prize. The prize winner and their travel partner must take out travel insurance covering accidents, injury, illness and death medical expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable), and personal liability. Prize winner and their partner are required to carry proof of insurance with them and produce it if reasonably requested by Travelmarvel's employees or suppliers.
- It is the prize winner's and their travel partner's responsibility to advise Travelmarvel of any pre-existing medical conditions that might reasonably be expected to increase the risk of them requiring medical attention, or that might affect the normal conduct of a trip and the enjoyment of other trip members. Travelmarvel reserves the right, at its discretion, to cancel the booking if it is deemed that the prize winner or their partner is not suitable for the trip.
- Prize winner will be issued with a travel voucher and instructions about how to redeem the prize from Travelmarvel.
- The winners agree they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- The winner must, on request by the Promoter, be able to provide evidence which, to the reasonable satisfaction of the Promoter, demonstrates that the winner is an eligible entrant and has complied with these Terms and Conditions.
- The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. If a winner is unable to satisfy these terms and conditions or a prize is not utilised able to be taken as the prize will be forfeited by the winner and cash will not be awarded in lieu.
- The Promoter, the Sponsors and their associated agencies, and other contractors associated with this Competition, accept no responsibility for prizes, prize information or for tickets lost in transit.
- By entering, you agree that if you are chosen as a prize winner you will allow the Promoters to use your name, photograph, video, voice recording, and general location for their publicity and news purposes during this and any future promotions or advertising.

- The winner agrees to co-operate with the Promoter for publicity purposes and provide blogs / video content and Facebook wall posts prior to, during and post the winning trip.
- The decision of the Promoter in relation to the conduct of the Competition and the prize winner is binding and final and the Promoter and the Sponsors will not enter into any correspondence regarding the Competition result.
- Entrants will be invited to subscribe to receive more information from Travelmarvel. The decision by entrants to grant or withhold their consent in relation to the use of their information for marketing purposes will not affect the selection of the winner.
- To the extent permitted by law, the Parties will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, misadventure, accident, personal injury, death, damage or claim which is suffered or sustained (whether or not arising from any person's negligence) in connection with:
  - any travel connected with the Competition or any prize won;
  - any act or omission (whether negligent or not) of the Parties, or any person associated with any of them; or
  - any circumstances outside the Parties' reasonable control.
- To the extent permitted by law, if for any reason this Competition is not capable of running as planned, due to causes beyond the control of the Promoter, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to take any action that may be available to it, and to cancel, terminate, modify or suspend the competition, and recommence it from the start on the same conditions subject to any government regulation.