

West Aussie All Stars Trade Incentive Promotion

1. The Promoter is the **WESTERN AUSTRALIAN TOURISM COMMISSION** a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668 ("**Promoter**").
2. A reference to the Promoter includes its officers, employees, agents and contractors.
3. The Promoter is running the **West Aussie All Stars Trade Incentive 2022** ("**Promotion**"). The promotion exists to incentivise Australian-based leisure travel advisors to complete all eight (8) West Aussie All Stars training modules within four weeks of launch for the chance to win one of five (5) Willie Creek Australian South Sea Cultured pearl pendants and a group Broome famil trip to personally collect their gift.
4. Entry is open to people 18 years or older and must be a Resident of Australia and currently employed as a leisure travel advisor for a travel organisation with a registered Australian Business Number (ABN) ("**Entrant**").
5. By submitting an entry to this Promotion, the Entrant is deemed to accept these Terms and Conditions.
6. Officers and employees of the Promoter and the Promoter's contractors and agents associated with this Promotion and their immediate family are not eligible to enter. For the purpose of this clause 'immediate family' means 'spouse, de-facto, 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 first cousin'.
7. The Promotion commences at 12:01 am Western Standard Time (WST) on 26 July 2022 and closes at 11:59 pm (WST) on 22 August 2022 ("**Promotional Period**").
8. To enter, Entrants must, during the Promotional Period, successfully complete all eight (8) modules as part of the West Aussie All Stars trade training program on www.watrade.com.au ("**Training Program**").
9. The modules of the Training Program include:
 - a) Perth;
 - b) Perth Surrounds;

- c) The South West;
 - d) The Coral Coast;
 - e) Broome and the Dampier Peninsula;
 - f) Kununurra and the Kimberley;
 - g) The Pilbara; and
 - h) The Golden Outback.
10. Upon the completion of the Training Program during the Promotional Period, the Entrants will automatically be entered into the Promotion.
11. Details of the prizes are as follows:
- a) fifty (50) minor prizes x \$100 digital voucher for the first fifty (50) Entrants who successfully complete the Training Program (**Minor Prize**); and
 - b) five (5) major prizes with five (5) winning Entrants to be selected by the Promoter at random (**Major Prize**).
12. The winners of the Major Prize will be identified on 23 August 2022 at the offices of The Walshe Group, 117 York Street, Sydney, 2000. ("**Walshe Group**") and will be notified by email by close of business on 26 August 2022.
13. The winners of the Minor Prize will be notified on behalf of the Promoter by Walshe Group via email upon the successful completion of the Training Program.
14. On behalf of the Promoter, Walshe Group will attempt to contact the Major Prize winners on the date they were chosen, and for a period of up to five (5) business days following this date, by email. The winners must claim their prize within that period or the prize will be forfeited and another winner selected, if applicable, on 5 September 2022. The winners of the Major Prize must be available to travel to Broome from 9 October 2022 to 12 October 2022, otherwise, the prize will be forfeited, and no alternate arrangements will be entered into.
15. Each winner of the Major Prize will receive:
- a) return flights to Broome (via Perth) from their nearest Australian capital city;
 - b) 3 nights' accommodation in Broome including all touring, transfers, breakfasts, lunches and dinners each day; and

- c) a Willie Creek Australian South Sea Cultured pearl pendant and sterling silver chain valued at AUD \$705.
16. Each winner of the Major Prize will receive a return economy class flight to Broome (via Perth) from their nearest Australian capital city. Each winner must advise their full name, contact details and the capital city to the Promoter within two weeks of winning the prize. The Promoter will then book the Broome (via Perth) flight and Broome famil travel arrangements on behalf of the winner and forward the reservation confirmation. Individual terms and conditions may apply for the flight booked as per the airline’s terms and conditions.
17. The prizes are exclusive of any additional costs and liabilities incurred beyond the value of the prize (used in accordance with the conditions of use) or incurred after the prize has been redeemed.
18. Individual terms and conditions may apply for some parts of the prize and the prize winners should refer to these on receipt of the prize.
19. If any part of the prize is unavailable, the Promoter, at its sole 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 law or written directions from a regulatory authority.
20. The prizes are personal, non-refundable and non-transferable, exchangeable, or redeemable for cash.
21. The Promoter reserves the right to verify by any means which the Promoter considers necessary the identity of any entrant and to satisfy itself that the entrant has fulfilled these Terms and Conditions. The entrant must co-operate fully with the Promoter in any verification process.
22. If an entrant breaches any of these Terms and Conditions, acts unlawfully, tampers or attempts to tamper with the Promotion, jeopardises the fair and proper conduct of the Promotion, or acts improperly or unethically (each in the Promoter's sole opinion), the Promoter reserves the right to disqualify the entry and any prizes will be forfeited.
23. The Promoter's decision is final and binding. No correspondence will be entered into. No Entrant shall have, bring or assert any legal or equitable right under or in connection with the Promotion or these Terms and Conditions, including anything done, attempted, not done or not attempted by the Promoter under or in connection therewith. In that regard, neither the Promotion, nor these Terms and Conditions, nor anything done, attempted, not done or not

attempted by the Promoter under or in connection therewith shall be justiciable. The preceding provisions of this clause 22 apply even if the Promoter, through its negligence, has caused the Entrant any sort of loss.

24. The Promoter may suspend, vary or cancel the Promotion at any time.
25. If the Promotion is being conducted electronically:
 - a) the time of entry will in each case be the time the eight (8) modules are completed by the entrant. The Promoter accepts no liability, in negligence or howsoever, for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason;
 - b) any costs associated with accessing the Training Program or completing the modules are the entrant's responsibility and may depend on the entrant's usage plan; and
 - c) the entrant must not submit an entry which includes any computer virus or other harmful computer software.
 - d) the entrant must not tamper with the entry mechanism, use scripting or an application code to submit multiple entries or manipulate the participation process or the entry mechanism adopted by the Promoter.
26. The Promoter reserves the right to contact any entrant in connection with future promotions. If an entrant does not want this to occur, the entrant may in accordance with the Promoter's Privacy Policy, unsubscribe from the mailing list at the time of receiving any promotional material.
27. All entries become the property of the Promoter.
28. If the Promotion involves an entrant submitting the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same), the Promoter may use any of these for any purpose in any media for an unlimited period of time without remuneration.
29. If the Promotion involves the entrant submitting anything in writing, the entrant grants to the Promoter the copyright to it and warrants to the Promoter that it is the entrant's original work.
30. The Promoter collects personal information in order to conduct the Promotion and may disclose such information to third parties, including, but not limited to, prize suppliers, and

for future promotional, marketing and publicity purposes. Entrants should direct any written request to access, update or correct personal information to the Promoter.

31. To the fullest extent permitted at law all implied terms and conditions are excluded from these Terms and Conditions.
32. To the fullest extent permitted at law, each entrant releases the Promoter from any and all liability (in negligence or howsoever) for costs, damages, expenses, and losses which any entrant may suffer or incur as a result of the Promoter's action or inaction arising out of or in connection with the Promotion or these Terms and Conditions. The entrant agrees not to bring or assert any claim, proceeding or cause of action against the Promoter, accordingly. The entrant shall indemnify the Promoter from any and all losses, costs and expenses sustained by the Promoter on account of the entrant breaching this clause 31 or any other provision of these Terms and Conditions.
33. Without limiting clause 31 in no circumstances is the Promoter liable to any entrant for any indirect or consequential losses, including but not limited to loss of opportunity (including business opportunity), revenue or profit.
34. Without limiting clauses 31 and 32, the Promoter is not liable (in negligence or howsoever) to the entrant for the acts or omissions of third parties (including any parties for whom the Promoter is or may be vicariously liable).
35. These Terms and Conditions are governed by the laws of Western Australia irrespective of the place of residence of any entrant.
36. In these Terms and Conditions, unless the context otherwise requires –

entrant or Entrant means someone who participates by submitting an Entry to the Promotion.

Entry means the submission of a validly completed entry form during the Promotional Period.

Promoter means the Western Australian Tourism Commission a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668.

Promoter's Privacy Policy means the privacy policy accessible at http://www.westernaustralia.com/au/Pages/Privacy_Statement.aspx

Resident of Australia means a person who currently resides in Australia and can provide evidence of the currency of their residency in Australia through such documents as a driver's licence, motor vehicle registration, residential accommodation ownership and occupation or rental agreements being current during the Promotional Period.