

## **G ADVENTURES - TERMS AND CONDITIONS**

International Women's Day Contest 2020 Full Terms and Conditions- Australia & New Zealand

1. **How to Enter:** entry is subject to these Terms and Conditions (**T&Cs**). In order to enter the Promotion the entrant must have met the eligibility criteria and have fulfilled the Entry Mechanic.

2. Entry Mechanic: the Entry Mechanic for this promotion involves:

a) The entrant submitting their first name, last name and email

b) The entrant explaining in 25 words or less about the women that inspires them and why.

b) Promoter is not responsible for any technical malfunctions of computer online or wireless systems, servers or providers, computer equipment, software or other problems resulting from participation or sending or receiving any communication or materials associated with this Promotion.

2. **Eligible Entrants:** Entry is open to residents of Australia and New Zealand with a valid email address who are aged 18 years and over (as of 2 March 2020 who have fulfilled the competition mechanic.

3. **Acceptance of T&Cs:** these T&Cs together with all other information and instructions provided prior to entering the Promotion, form part of the rules of entering the Promotion and participation in the Promotion is deemed acceptance of the T&Cs.

Persons and their immediate families in the following categories are not eligible to enter the Promotion:

(a) Promoter's employees and contractors

4. **Duration of Promotion:** Promotion commences at 9:00am (AEDT) on 6 March 2020 and closes 12:00am (AEDT) on 31 March 2020 ( Promotion Period ).

5. **Number of Permitted Entries:** Each entrant may only enter the competition once. The entrant's first response in the Entry Mechanic will be the response eligible for consideration to win the prize.

6. **Selection of Winner:** at the conclusion of the Promotion Period, all valid entries will be eligible to win the promotion prize in a game of skill. The Promoter will then select one (1) winner based on the Promoter's assessment of the most creative entry. The Promoter's judgment of the winner is final and no correspondence will be entered into. This is a game of skill and chance plays no part in determining the winner. The winner will be notified by phone or by email by 5:00pm (AEDT) on 15th April 2020.

7. **Prize Details:** there is one prize. The winner will receive:

a) \$5000 AUD one time use G Adventures travel voucher to be used towards a guaranteed departure of select small-group tour.

8. **Costs Associated with Use of Prize:** the winner is responsible for organising and paying all other costs associated with the use of the Prize including but not limited to passport costs, visa costs, travel to and/or from the winner's nearest capital city, transfers, on-ground transport, parking, insurance, incidentals and spending money. Winner to ensure all necessary travel documents are valid (ie passport, visa etc).

## 9. **Prize Conditions:** the following conditions apply to the Prize:

(a) The Prize is:

(i) Subject to availability;

(ii) Valid on new bookings only;

(iii) May not be combined with any other offer or discount and is subject to availability;

(iv) Has no cash value;

(v) Is not transferable to another person;

(vi) Is not eligible for "Lifetime Deposit" nor "Guaranteed Departure"; and (vii) Can not be exchanged by the Winner

(b) The Prize and all elements of the Prize must be used within the dates specified by the Promoter otherwise the Prize is forfeited.

(b) The winner must book all travel elements associated with the Prize by September 30th, 2020 at 23:59 EST for the G Adventures tour portion of select trip codes for travel departing before March 31, 2020. Not valid for travel or booking between December 15, 2020 and January 4, 2021. Valid for new bookings only and must quote promo code (which will be given to the winner at time of announcement) at time of booking. Bookings must be made by calling or emailing G Adventures. This promotion is only open to residents of the United States, Australia and New Zealand. (c) Any amount payable towards the booking to which voucher is being applied that is over and above the value of the voucher shall be paid by the voucher holder in a payment form generally accepted by G Adventures (i.e credit card) Voucher is valid for G Adventures tour product only, has no cash value and no amount of the voucher will be refunded to the voucher holder if the entire voucher amount is not used. (d) The Prize applies to any tour and does not apply to private groups, private departures, National Geographic Journeys with G Adventures, National Geographic Family Journeys, Expedition, SPIT (The Inca Trail), SPTO (Trekking the Inca Trail: 4D/ 3N), SP5T (Trekking the Inca Trail: 5D/4N), Independents, Cuba land trips, pre- or post-tour accommodation, insurance, airfare not included in the itinerary, upgrades, Gear Shop, extras, "My Own Room" or "My Own Tent," transfers, theme packs, or other in-country or on-board services.

(e) The Prize includes the elements listed in Clause 7 only. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize, are the responsibility of the winner and their companion. Such additional costs include, but are not limited to, travel (including companion's airfares to the winner's closest capital city, if applicable) and/or, accommodation, transfers, meals and beverages and spending money in addition to what is specified in clause 8 above. All components of the Prize must be taken together and when offered or are forfeited. (f) The prize does not include travel insurance. It is the sole responsibility of the winner to supply any travel insurance at their own cost and in their ultimate

discretion.

(g) G Adventures reserves the right to withdraw this offer from sale at any time without prior notice.

(h) Any refunds made with respect to products booked under this promotion shall be issued at the discounted rate.

(i) G Adventures reserves the right to cancel any booking due to unauthorized, altered, ineligible, or fraudulent use of discount.

(j) G Adventures is not responsible for technical or system errors that may interfere with or otherwise prohibit the use of the promotion.

10. **Restrictions on Use of Prize:** Any travel, accommodation or transport reservations granted as part of the prize are non-transferable.

11. **Delivery of Prize to Winner:** the Promoter has selected a winning entrant, the winner must contact G Adventures directly by phone and/or email to book their prize tour, and G Adventures must agree to the chosen departure dates and the prize may be substituted for a prize of comparable value by G Adventures' in its sole discretion. Subjecting to licensing approval. Delivery of the prize is subject to the winner agreeing to G Adventures' booking terms and conditions found here: <a href="http://gadventures.com/terms-conditions-policies/">http://gadventures.com/terms-conditions-policies/</a>

12. **Prize Value**: the Prize is valued at up to approximately AUD \$5000 (GST inclusive), depending on the winner's capital city for departure. If the Prize is not claimed by the winner prior to 5:00pm (AEDT) on 22nd April 2020 the Prize will be forfeited and may be awarded to an alternate winner. The Prize is not transferable or redeemable for cash. Promoter takes no responsibility for any variation in the Prize value between the date of publication and the date the Prize is taken.

13. **Use of Prize:** the winner (and their companion) must be available to travel on the travel dates stated above. These dates are not flexible. If for any reason the winner does not redeem the prize, or part of the Prize, at the time stipulated by the Promoter, then the Prize, or part of the Prize, will be forfeited.

14. **Winner Notification:** the winner will be notified by email. Entrants consent to Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome) and promoting any services supplied by Promoter.

15. **Validity of Entries:** Promoter reserves the right at any time to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Errors and omissions may be accepted at Promoter's discretion. Promoter's failure to enforce any of Promoter's rights at any stage does not constitute a waiver of those rights.

16. **Unforeseen Events:** if for any reason this Promotion is not capable of running as planned due to any reason beyond Promoter's control, Promoter reserves the right to the fullest extent permitted by law to:

(a) disqualify any entrant who tampers with the entry process; and

(b) cancel, terminate, modify or suspend the Promotion subject to any written directions from a regulatory authority.

17. **Personal Information:** Promoter collects personal information to conduct the Promotion and may, for this purpose, disclose such information to third parties (including but not limited to agents, contractors, service providers, offer suppliers and as required to Australian regulatory authorities). Participation in the Promotion is conditional upon each entrant providing their personal information. Unless an entrant advises otherwise, Promoter may use the information for promotional, marketing, publicity, research and profiling

purposes, including contacting the entrant by email or phone. Entrants should direct any request to opt out, access, update or correct their personal information to Promoter via email emailmkt@gadventures.com. All entries become the sole property of Promoter upon submission to the Promotion.

18. **Promoter's Liability:** Nothing in these T&Cs limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, Promoter (including Promoter's officers, employees and agents) is not responsible for and excludes all liability (including negligence) for any personal injury; or any loss or damage including loss of opportunity; whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:

(a) any technical difficulties or equipment malfunction (whether or not under Promoter's control);

(b) any theft, unauthorised access or third party interference;

(c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after receipt by Promoter) due to any reason beyond Promoter's reasonable control;

(d) any variation in prize value to that state in these T+Cs;

(e) any tax liability incurred by a winner or entrant;

(f) participation in the Promotion;

(g) if any Prize event is cancelled or delayed for any reason beyond the reasonable control of Promoter; and/or

(h) redemption of the Prize including attendance at a Prize event.

19. **Entrant Acknowledgement:** By entering this competition, and by collecting a prize, the winner acknowledges and accepts that travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.

20. **Facebook and Instagram:** in the event that the Promotion is run through the Promoter's Facebook page and/or the Promoter's Instagram page, the Promotion is not sponsored, endorsed, administered by, or associated with Facebook or Instagram and Facebook and Instagram have no liability to entrants in relation to the Promotion. Entrants agree to fully release Facebook and Instagram from any and all liability in relation to their participation in this Promotion. All information entrants provide in connection with this Promotion is to the Promoter and not to Facebook or Instagram.

21. **Promoter:** the Promoter is G-Adventures PTY LTD, ABN: 44 122 417 298 whose registered address is 3/419-425 Collins Street, Melbourne VIC 3000, Australia

Email: experience@gadventures.com Phone: 1300 853 325