

Date Adopted: 31/08/2022 Current Date: 11/08/2025 Division: Corporate Affairs

## **Competition Terms & Conditions**

## TERMS AND CONDITIONS - BEAKER STREET POLAR PLUNGE AND SAUNA ENTRIES COMPETITION

- 1. By submitting an entry into the Beaker Street Polar Plunge and Sauna Competition (Competition), entrants warrant that they have read, understood and agree to be bound by these Terms and Conditions.
- 2. There is no purchase requirement necessary to enter the Competition.
- 3. The Promoter of the Competition is Tasmanian Ports Corporation Pty Ltd (ABN 82 114 161 938), trading as TasPorts of 90-110 Willis Street, Launceston TAS 7250 (Promoter). The Promoter can be contacted at events@tasports.com.au.
- 4. Entry is open to Tasmanian residents aged 18 years and over.
- 5. Entrants who meet any of the following criteria are ineligible to win:
  - a) entrants located outside of Tasmania;
  - b) employees of the Promoter and their immediate families;
  - c) contractors engaged by the Promoter and their immediate families; or
  - d) agents of the Promoter (including agencies associated with this Competition) and their immediate families.
- 6. The Competition will be promoted on the Promoter's Instagram page (<a href="https://www.instagram.com/tas\_ports/">https://www.instagram.com/tas\_ports/</a>). The Competition will begin at 6.30PM AEST 12 August 2025 and concludes at 5.00pm AEST 17 August 2025 (Competition Period).
- 7. No entries will be accepted outside the Competition Period.
- 8. To enter the Competition, entrants must complete all of the following steps:
  - a) visit the Promoter's Instagram page https://www.instagram.com/tas\_ports/;
  - b) comment on the Competition post, tagging the person(s) who they would take with them;
  - c) share the Competition post on their own personal Instagram Story and tag TasPorts' Instagram page; and
  - d) follow TasPorts Instagram Page.
- 9. There is a total of ten prizes to be awarded in this Competition:
  - a) each prize is valued at \$400 AUD; and
  - b) each prize consists of a full tent pass (1-7 people) for Thursday 21 August between 5.00pm to 6.00pm.
- 10. For the purposes of this Competition, the total prize pool for this Competition Period is estimated to be no more than \$4,000 AUD.
- 11. Winners will be chosen by random draw.
- 12. The winners will be notified by the Promoter by private message via Instagram Messenger on 19 August 2025. If a winner does not respond via Instagram, a follow-up may occur via other contact details provided. Entrants who are not winners will not receive any notification.
- 13. Instructions on how to claim a prize will be provided by private message via Instagram Messenger.
- 14. The Prizes must be taken as stated and are not transferable to another person (unless agreed to by the Promoter). The Promoter may require the entrant's name, contact phone number, email address and postal address for delivery purposes and for internal record keeping. The collection, use and disclosure of personal information provided in connection with this Competition is governed by the Promoter's privacy policy and applicable privacy law. A copy of the Promoter's privacy policy may be found at tasports.com.au/privacy-policy It is a condition of entry that the Promoter has the right to publicise the name of winners for any matter directly related to the Competition.
- 15. The Promoter will have no liability for the winner's failure to receive notifications due to Instagram settings or for the winner's provision of incorrect or otherwise non-functioning contact or delivery information.

- 16. If the winner cannot be contacted, is ineligible, or fails to claim the prize within 24 hours from the time the award notification was sent, the prize may be forfeited, and an alternate winner may be selected at random by the Promoter.
- 17. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for tampering with the entry process or submitting an entry that is not in accordance with these terms and conditions. This includes the right to request each winner to provide proof of identity or proof of residency in order to claim a prize. Proof of identification and residency is at the absolute discretion of Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize and no substitute will be offered. The Promoter reserves the right to request the winner to provide proof of identity and residency at the nominated prize delivery address. Identification considered suitable for verification is at the discretion of the Promoter.
- 18. If for any reason this Competition is not capable of running as planned (including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Competition), the Promoter reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition subject to the approval of any relevant authorities in Tasmania, where required.
- 19. The Promoter is not responsible for any problem with or technical malfunction of any online computer systems, servers, relevant service provider(s), internet speed, computer equipment, software, or any combination thereof, including any injury or damage to entrants resulting from participation or sending or receiving of any communication or of any materials in this Competition.
- 20. Except for any liability that cannot be excluded by law, the Promoter (including its respective 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:
  - a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - b) any theft, unauthorised access or third-party interference;
  - c) any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - d) any variation in reward value to that stated in these terms and conditions
  - e) any tax liability incurred by a claimant, or
  - f) use or redemption of the prize.
- 21. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strikes; the Promoter may in its absolute discretion cancel the event and may (if it chooses) recommence it from the start on the same conditions subject to applicable regulations.
- 22. The Competition is in no way sponsored, endorsed or administered by, or associated with www.instagram.com and its related mobile application, both being owned by Instagram, Inc. (Instagram).
- 23. The Entrant agrees that it releases Instagram from any and all liability to the Entrant arising out of or in connection with the Competition.
- 24. The Entrant must not:
  - a) harass or bully any other person, use offensive language, use language that defames the Promoter, or use language that negatively impacts or intends to negatively impact the reputation of the Promoter;
  - b) use electronic programs, bots or similar technology to automatically submit entries;
  - c) use multiple Instagram accounts to enter the Competition; or
  - d) tag other accounts owned or controlled by the Entrant to enter the Competition and agrees that it will only tag genuine people and accounts in their entry,
  - and the Promoter reserves the right to disqualify any Entrant or Entry that breaches these terms and remove any such entries from the Competition.
- 25. These terms and conditions are governed by and will be construed under the laws of Tasmania and the parties agree to submit to the exclusive jurisdiction of the courts of Tasmania and its appellate courts.
- 26. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.