



# HOOKED ON PALMERSTON

## Terms of Entry

<b>Competition</b>	<b>Hooked on Palmerston Catch and Release Fishing Competition</b>
<b>Competition Period</b>	<p>Start: 10 June 2023 6:00 AM ACST          End: 9 October 2023 11:59 PM ACST</p> <p>No entries will be accepted outside this time.</p>
<b>Promoter</b>	<p>City of Palmerston</p> <p>ABN: 42 050 176 900          Civic Plaza          1 Chung Wah Terrace          Palmerston NT 0830</p>
<b>Eligible entrants</b>	<p>Entry to the Competition is open to all Northern Territory residents and interstate visitors who satisfy the Terms and Conditions.          Employees of the City of Palmerston, Elected Members, NT Fisheries and their immediate family members are not eligible to enter the competition.</p>
<b>Details of prizes</b>	<p><b>Six prizes</b> will be awarded monthly to:</p> <ul style="list-style-type: none"> <li><b>Four</b> randomly drawn complete and correct entries received between the 10<sup>th</sup> of the month until the 9<sup>th</sup> of the following month, between the 10<sup>th</sup> June to 9<sup>th</sup> October, for registered entrants, who have caught a tagged City of Palmerston barramundi.</li> </ul> <p>Of the four winning entries, two will be awarded to the category of Over 18 years of age and two prizes will be awarded to the category of Under 18 years of age. The prize will be a \$250.00 voucher of the winner's choice from businesses located in the Palmerston Municipality.</p> <ul style="list-style-type: none"> <li><b>One</b> random monthly draw of \$250 awarded to any eligible registered catch.</li> </ul> <p><b>Only barramundi (Barra) with a City of Palmerston tag will be eligible to be entered in this competition.</b></p> <ul style="list-style-type: none"> <li><b>One</b> monthly randomly drawn prize of \$50 awarded to any person registered for the Competition. This prize can be a voucher of the winner's choice from businesses located in the Palmerston Municipality.</li> </ul> <p>The monthly prize draw will be conducted on the 20<sup>th</sup> of each month following the closing of the month's competition at midnight on the 9<sup>th</sup> of the month. The final draw will be 20 October 2023. There will be a total of 24 prizes across four months with a total prize pool of \$5200.</p> <p>In each month any winners of the random draw prizes of \$250 for eligible catch entries will not be eligible for the further random prize draw of \$50.</p> <p>See detailed Terms and Conditions for the Competition below.</p>
<b>Total number of Prizes</b>	Maximum of 24 prizes across 4 months.
<b>Total prize value</b>	Total prize pool: \$5200.00

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- To be eligible to participate in the Competition, entrants must complete an online registration form at [www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au).
- The registration must be accepted by the Promoter in order for an individual to qualify to enter the prize draw. On successful completion of registration online, the entrant will receive a registration number. The online registration form requires an entrant to nominate in their relevant age group and you can only nominate to be in one age group. If the individual is under 18 they must obtain parent or guardian approval. Approval by a parent or guardian will be accepted as ratification of these Terms and Conditions.
- In each month any winners of the random draw prizes of \$250 will not be eligible for the further random prize draw of \$50.
- To enter the competition, an entrant must, during the competition period, catch a tagged City of Palmerston Barra from one of the 15 freshwater lakes located in Sanctuary Lakes, Marlow Lagoon, and all Durack Lakes, except for Lake 10A and 10B, in the City of Palmerston.
- Untagged barramundi caught during the Competition period will not be eligible for entry in the Competition for the random draws of \$250. However, if you are registered for the Competition, you are eligible to go in the monthly random draw of \$50.
- Each entry must consist of a photograph which must clearly display the City of Palmerston tag number and must be clearly visible within the photo and the date that the photo was taken.
- The fish must be released back into the lakes and must not be harmed or removed from the lakes.
- The tags are not to be removed from the Barramundi.
- All entries must be submitted using the online entry form at [www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au) and all details requested on the form must be completed. Any entry not completely filled out will be deemed ineligible.
- No emailed or mailed entries will be accepted.
- Once an entry has been successfully submitted, the registered entrant will receive an automated email advising that the Promoter has received your entry.
- No further correspondence will be entered into regarding the entry's eligibility for the prize draw or the verification process.
- If the photograph is not date stamped, the date when the photograph was taken will be verified using the digital information captured within the image file and must match the date of catch stated on the participants entry form. If the promoter is unable to establish the date the entry is not eligible to be entered in the competition.
- The Promoter will be solely responsible for the verification process.
- The Promoters decision is final, and no correspondence or discussions will be entered into.
- Entries cannot be carried over to the following month and must be submitted for the applicable month they were caught to be eligible for a prize.
- Entrants are responsible for their own costs associated with taking part in the competition.
- Entrants must catch and release the Barramundi using only barbless hooks.
- No boats are permitted to enter City of Palmerston lakes. Only fishing from the banks is permitted.

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	<ul style="list-style-type: none"> <li>• Prize vouchers are not redeemable for cash and are non-transferable.</li> <li>• Each winner will be asked to nominate the business that they wish to use the prize value opportunity.</li> <li>• The Promoter will obtain a voucher from the business to the nominated value and in the name of the winner. Vouchers cannot be used for tobacco, alcohol, or gambling.</li> <li>• All photographs submitted for entry into the competition become the property of the Promoter and may be used in any promotional material relating to the competition. This will include websites, social media, advertisements including print or digital.</li> <li>• All winners agree to participate in all promotion and marketing relating to the competition including photography, video, or social media.</li> </ul>
<b>Maximum Entries</b>	Only one entry per confirmed and eligible participant per month to be eligible for the random monthly prize draw of \$250.
<b>Notification of Winners</b>	<ul style="list-style-type: none"> <li>• Winners will be notified on the 20<sup>th</sup> of each month.</li> <li>• Winners will be notified by the phone number nominated within their online entry.</li> </ul>
<b>Public Announcement of winners</b>	1.All winners will be published on the City of Palmerston Website <a href="http://www.palmerston.nt.gov.au">www.palmerston.nt.gov.au</a>

## Terms & Conditions of entry

1. The Terms and Conditions are made up of the Terms & Conditions of entry (Schedule) and these Terms & Conditions of entry (Terms of entry). The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between the Terms of conditions will prevail.
2. Participation in this Competition is deemed acceptance of these Terms of Entry. Entrants not complying with these Terms of entry are ineligible entrants and the Promoter reserves its absolute right to disqualify any entrant from the Competition if any entries do not comply with the Terms and Conditions.
3. Entry is open to any person who meets the requirements of these Terms and Conditions.
4. Employees of both the Promoter and NT Fisheries, and their immediate family members are not eligible to enter the competition.
5. The Competition will be conducted during the Competition period as stated within the competition period details of the Terms of Entry.
6. The Prize/s are specified in the Details of Prizes section of the Terms of Entry. In each month any winners of a correctly received entry of \$250 will not be eligible for the further random prize draw of \$50.
7. The total prize pool is specified in the Total Prize Value section of the Terms of Entry.
8. Any prize is valued in Australian dollars unless expressly stated to the contrary.
9. All vouchers are valid until the expiry date stated on the voucher as provided by the supplier.
10. Entrants agree to comply with any terms and conditions stated on the voucher supplied by the supplier
11. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
12. Entrants are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
13. The time of entry will be deemed to be the time the entry is received by the Promoter.
14. Entrants may submit up to the Maximum number of entries as stated in the Terms of entry.
15. All entries must be submitted using the online entry form at [www.palmerston.nt.gov.au](http://www.palmerston.nt.gov.au) and all details requested on the form must be completed. Any entry not completely filled out will be deemed ineligible.
16. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the

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Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.

17. The winner does not need to be present at the draw unless expressly stated to the contrary.
18. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.
19. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the Competition period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
20. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
21. The winner(s) name will be published in accordance with the public announcement of winners' section of the Schedule (if applicable).
22. Entrants acknowledge that there may be risks to personal property and personal safety that may result in loss, injury or death when participating in the Competition. Entrants accept all risks in participating in the Competition and will not hold the Promoter (including its officers, employees and agents), liable for any damage to property, personal injury or death incurred in connection with participating in the Competition.
23. Entrants will indemnify the Promoter (including its officers, employees and agents) from and against any and all actions, penalties, liabilities, claims or demands brought against the Promoter by any party, as a direct or indirect result of an entrant entering or participating in the Competition.
24. To the full extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Competition and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Competition. The conduct of the Competition or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Competition, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
25. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Competition is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Competition or paying the cost of resupplying those goods or services.
26. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.

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27. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
28. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Competition at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
29. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Competition and receipt of the prize).
30. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Competition) to proceed with the Competition on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Competition will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
31. All entries become the property of the Promoter. As a condition of entering into this Competition, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
32. Entrants consent to the Promoter using the personal information provided in connection with this Competition for the purposes of facilitating the conduct of the Competition and awarding any prizes, including to third parties involved in the Competition and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
33. The collection and disclosure of personal information provided in connection with this Competition will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles.
34. The Competition and these Terms of entry will be governed by the law of the Northern Territory. Entrants accept the exclusive jurisdiction of courts and tribunals of the Northern Territory in connection with disputes concerning the Competition.
35. Social media platforms which may include but not be limited to Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Competition. By entering the Competition, entrants agree that the Competition is in no way sponsored, endorsed



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or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Competition. Any questions, comments or complaints regarding the Competition should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok, or Snapchat.