



2022 MELBOURNE BOAT SHOW \$200k VOUCHER CHANCE COMPETITION TERMS AND CONDITIONS

These terms and conditions form a legally binding agreement between You and BIAV for the entry into the Competition. By entering into the Competition, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions.

Summary

This Competition will –

- By computer driven random draw, select only one (1) Randomly Drawn Participant.
- This will be selected from –
 - The 2022 Melbourne Boat Show ticket holders, aged 18 and above, who have a Registered and Scanned in their ticket at the event.
 - Members of the Boat Owners Club as at 1.00pm on Sunday 23 October.
- The Randomly Drawn Participant will then have a one (1) in fifty (50) chance of drawing out the 'lucky envelope' containing the \$200,000 voucher.
- In the event of this happening the voucher will be redeemable with 2022 Melbourne Boat Show Exhibitor/s.
- The other forty-nine (49) envelopes will contain lesser voucher prizes. One valued at \$5,000 and the remainder at \$500. These are also redeemable with 2022 Melbourne Boat Show Exhibitors.

In these terms and conditions, the following definitions apply:

AGENTS means contractors or suppliers representing the Boating Industry Association of Victoria who work and are involved with the Event.

BIAV means the Boating Industry Association of Victoria Limited ABN 51 004 985 102 of Marine House, 42A Marine Pde (St Kilda Marina), Elwood, Victoria.

Boat Owners Club means the BIAV owned digital platform and club for interested boating enthusiasts.

Claim means all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise)

Competition means the Melbourne Boat Show \$200k Voucher Chance Competition

Event means the 2020 Melbourne Boat Show held at the Venue from 20 to 23 October 2022.

Event Opening Hours means from 3:00pm Thursday 20 October to 4:00pm Sunday 23 October 2022.

Family Members has the meaning given in clause 5.

Loss means all losses including financial losses, damages, legal costs and other expenses of any nature whatsoever.

Lucky Envelope means the one (1) envelope, that will be placed amongst an offering of 50 envelopes, that if selected by the randomly drawn participant, will warrant a \$200,000 voucher value. The voucher that will be redeemable with any Melbourne Boat Show Exhibitor, for a period of three-months commencing on Sunday 23 October 2022 (the final day of the Melbourne Boat Show).

Major Prize means a \$200,000 inc. GST voucher that can be won by the randomly drawn participant, if, from the 50 envelopes offered, they draw the one (1) envelope that represents the \$200,000 voucher. The other 49 envelopes offered for the participant to draw from may contain lesser prizes to a maximum value of \$5,000.

Melbourne Boat Show Exhibitor means the list of boating industry professionals listed on the Melbourne Boat Show website as Exhibitors. These can be viewed at www.melbourneinternationalboatshow.com.au

Melbourne Boat Show \$200k Voucher Chance Competition means the competition in which the entrants have a chance to be the one (1) randomly drawn participant, who then receives a one in 50 chance (via selecting the 'lucky envelope') to win a \$200,000 voucher that will be redeemable with any Melbourne Boat Show Exhibitor, for a period of three-months commencing on Sunday 23 October 2022 (the final day of the Melbourne Boat Show).

Personal Information means any information that is provided that may identify You including your correct full name, address, phone number and email address.

Prize Offerers means any person or company providing the prize for the purpose of the Competition.

Promotion Period has the meaning given in clause 6.

Promotion Purposes means future competitions, draws, lotteries, promotional and marketing of goods and services including contacting You via electronic messaging for these purposes.

QR Code means a quick response code, being a unique two-dimensional barcode.

Randomly Drawn Participant means the one (1) person drawn randomly by the official LUP ticketing agency, via a computer driven random draw, for that participant to have a chance of drawing the one envelope of 50 placed envelopes, to win the major prize.

Registered Ticket means a ticket that a participant has secured via the LUP ticketing process and provided the required personal information.

Scanning Stations means an iPad or QR Code Board placed in public display at the event, that allow a participant to scan their registered ticket, to confirm their event attendance, and to enter various competitions.

Ticketing Agent means LUP Pty Ltd (ABN 17 564 826 326).

Unique Person means a unique competition entrant, constituted by a unique email address, phone number, first name and last name.

Venue means Melbourne City Marina, and New Quay Boulevard, Docklands

Voucher means a monetary value prize that is exclusively redeemable with 2022 Melbourne Boat Show Exhibitor's for a three-month period commencing Sunday 23 October 2022.

You means the person entering any or either of the Competitions.

Interpretation

1. In these terms and conditions unless the context otherwise requires:
 - a. words importing the singular number include the plural number and vice versa;
 - b. words importing persons include firms, companies and corporations and vice versa;
 - c. references to numbered clauses, paragraphs and schedules are references to the relevant clause or paragraph in or schedule to this agreement;
 - d. the headings to the clauses are not to affect the interpretation;
 - e. any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
 - f. the word "including" (and related forms including "includes") means "including without limitation"; and
 - g. all references to time in these Terms and Conditions are a reference to local time in Melbourne, Victoria;
 - h. all references to currency are to Australian Dollars (AUD).

Entry Requirements

2. Entry is open only to Australian residents who are 18 years or over.

3. To enter for a chance to be the randomly drawn participant, who gets a chance to select the 'lucky envelope' from the 50 envelopes offered, (1/50 chance) and win the **\$200,000 Voucher** You have:
 - a. Secured and registered your ticket to attend the 2022 Melbourne Boat Show online, during the ticketing process;
 - b. Select "Yes" or "I Agree" when prompted;
 - c. Scan in your ticket at the event on one of the scanning iPads or QR Code boards placed at the event scanning stations between 3.00pm on Thursday 20 October and 1.00pm on Sunday 23 October 2022.

OR

- d. Become a member of the Boat Owners Club by 3.00pm on Thursday 20 October 2022
- e. Select "Yes" or "I agree" when prompted.

For two chances to be the randomly drawn participant, complete each of clauses a. to e. above.

For additional chances to be the randomly drawn participant, an extra entry will be provided for every \$100 spent on shopping via the Boat Owners Club between 11.30pm Thursday 8 September 2022 and 3.00pm on Thursday 20 October 2022.

4. Employees, directors and agents of BIAV, the Primary Sponsor, the Secondary Sponsors, the Prize Offerers, the Ticketing Agent and their Family Members are ineligible to enter. **Family Members** means any of the following: spouse, ex-spouse, de-facto, ex-de-facto, child or stepchild (whether natural or by adoption) parent, step- parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
5. The Competition commence at 11.30pm Thursday 8 September 2022 and entries close at 1.00pm on Sunday 23 October 2022 (**Promotion Period**).
6. From 11.30pm Thursday 8 September 2022 until 1.00pm on Sunday 23 October 2022 there is a limit of ten entries per Unique Person into the draw to be the randomly drawn participant. (Once for registering and then scanning your ticket at the Melbourne Boat Show, one for being a member of the Boat Owners Club, and up to eight (8) for spending via the Boat Owners Club)
7. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.
8. There is no monetary cost to enter the Competition.

Entry into Competitions

9. By entering any of the Completions you:

- a. confirm and warrant that the Personal Information you have entered is completely accurate, and in particular you have taken care to ensure that your email address is correctly entered;
 - b. agree to the Ticketing Agent supplying your Personal Information to:
 - i. BIAV,
 - ii. the Ticketing Agent, and
 - iii. the Prize Offerers;and their respective authorised agents.
 - c. agree to “opt-in” to the Ticketing Agent’s eNewsletter for the purposes of the Competitions and for Promotion Purposes.
 - d. agree to the storage of your Personal Information on the databases of:
 - iv. BIAV,
 - v. the Ticketing Agent,
 - vi. the Prize Offerers;and their respective authorised agents.
 - e. agree that BIAV, the Ticketing Agent and the Prize Offerers may use your Personal Information for Promotion Purposes;
 - f. agree that BIAV, the Ticketing Agent, and the Prize Offerers may disclose your Personal Information to their third-party contractors and agents for the purpose of conducting the Competitions or to assist them in communicating with you for Promotion Purposes.
10. If you wish to be removed from any marketing lists, please email the Ticketing Agent at tickets@lup.com.au
11. You agree that BIAV will not be liable to you, except in the case of fraud, for any act or omission (whether negligent or misleading or deceptive or otherwise) by BIAV in the performance or purported performance of its obligations under these terms and conditions.
12. You indemnify BIAV against all Claims, except in the case of fraud, arising out of or in any way connected with any act or omission by BIAV in the performance or purported performance of its obligations under these terms and conditions.
13. You agree that liability on BIAV’s part or on the part of our servants or agents for any Loss or in respect of any Claim arising out of or in connection with the relationship established by this

agreement or any conduct under it, shall not in any event (and whether or not such liability results from or involves negligence) exceed \$50.00.

14. BIAV takes no responsibility for any prizes damaged, delayed or lost in transit. BIAV and its agents will not be liable for any Loss or injury whatsoever which is suffered or sustained in connection with using any prize, except any liability that cannot be excluded by law.
15. By accepting a prize, the winner agrees to participate in and cooperate as required with all BIAV's reasonable media editorial requests relating to the prize, including but not limited to being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize collection and distribution.
16. BIAV, at its discretion, may require a prize winner to provide proof of identity, proof of age and proof of residency. Identification considered for verification is at BIAV's discretion.
17. It is a condition of accepting a prize that the winner may be required to sign a legal release in a form to be determined by BIAV at its discretion.

Draw

18. The Promoter and its representatives may conduct verification checks in their absolute discretion to determine the Entrant's eligibility to enter the Promotion.
19. The draw for the Randomly Drawn Participant will be conducted on Sunday 23 October at approximately 1:30pm by the LUP ticketing agencies computer random draw system.
20. The Randomly Drawn Participant will then be contacted by BIAV and invited to attend the event main stage area to take part in a one-off chance to draw one of 50 envelopes.
21. One of the 50 envelopes will contain a voucher to the value of \$200,000, that will be redeemable with any Melbourne Boat Show Exhibitor, for a period of three-months from Sunday 23 October 2022.
22. The Randomly Drawn Participant will have one chance to choose one envelope and if it is the envelope that contains the \$200,000 voucher, they will win the voucher.
23. Other lesser value voucher prizes will be contained in the other 49 envelopes. One valued at \$5,000 and the remainder at \$500.
24. The Randomly Drawn Participant drawn will have the option to be present at the prize draw (or they can nominate a representative). If a finalist drawn cannot be present nor nominate a representative a BIAV staff employee, or their nominee, will represent them.
25. The results will be published on the Melbourne Boat Show website at <http://www.melbourneinternationalboatshow.com.au/> by Tuesday 25 October 2022.

26. If a Winner fails to collect their prize within 28 days the Winner forfeits any rights to the Prize and the Promoter may, in its absolute discretion, conduct a re-draw for the Prize or withdraw the Prize.
27. If due to any reason whatsoever BIAV becomes aware after an entrant has won a prize that the entrant has not complied with these terms and conditions, that entrant will have no entitlement to the prize, even if BIAV has announced them as a winner and that entrant will be required, at the direction of the BIAV, to return, refund, or otherwise make restitution of the prize.
28. In the event of any entrant being unable to satisfy these terms and conditions, they forfeit or they don't claim the prize, BIAV may, at its discretion conduct a further draw or draws as required, at BIAV Marine House in Elwood at a date of BIAV's choosing
29. On the completion of the Prize draw, entry details will be stored for a 3 year period at BIAV's office at Marine House, in Elwood Victoria and on its database.
30. Without limiting another clause of these terms and conditions, BIAV may, at its discretion amend any aspect of this competition or of these terms.
31. BIAV's decision will be final and cannot be contested. No correspondence will be entered into.

Prizes

32. \$200,000 Voucher.

Redeemable with any 2022 Melbourne Boat Show Exhibitor.

Within a three-month period commencing on Sunday 23 October 2022, which is the final day of the 2022 Melbourne Boat Show.

For the avoidance of doubt, by the conclusion of the three-months period, to redeem the voucher, redeem means to have made a decision and confirmed an order with the Exhibitor/s. If supply of the agreed item (boat, engine, other) takes beyond the three month period, the prize is still valid, so long as the order was made within the three-month period.

The voucher may be 'split' with portions of it redeemed across a variety of 2022 Melbourne Boat Show Exhibitors. As an example, \$120,000 could be redeemed with one Exhibitor to acquire a new boat, \$40,000 might be redeemed with another Exhibitor to pay for five years of marina berthing, and the final \$40,000 on a new boat engine with a third Exhibitor.

In the event of an Exhibitor failing to supply the agreed item, and clearly states that they cannot, the voucher holder may transfer the voucher application to an alternate 2022 Melbourne Boat Show Exhibitor.

33. Other prizes

The remaining forty-nine (49) envelopes will contain a voucher of some value. There will be one valued at \$5,000 and the remainder at \$500. These are also exclusively redeemable with any 2022 Melbourne Boat Show Exhibitor.

34. Prize Collection

In the event of the Randomly Drawn Participant drawing the one in 50 'lucky' envelope, and thereby winning the \$200,000 voucher, the following process will apply.

- Their personal and contact details will be captured by BIAV.
- They will be provided with a physical voucher stating its \$200,000 value and indicating that it is redeemable with 2022 Melbourne Boat Show Exhibitors.
- All 2022 Melbourne Boat Show Exhibitors will be alerted to the name of the voucher holder.
- All voucher redemption will be alerted to BIAV via Steve Walker, BIAV CEO at steve@biavic.com.au , who, once an order is placed, will confirm the sales related documentation, and commence the payment process for the chosen item/s, subject to it being within the \$200,000 overall limit.
- Once the \$200,000 limit is reached, the voucher will be exhausted and the winner will be required to cover any additional costs.

35. Other prizes

The same process as in clause 34 applies for the redemption of all prizes. Redeemable with 2022 Melbourne Boat Show Exhibitors.

36. BIAV is not liable for any costs associated with the collection of any of the prizes.

37. Prizes may not be transferred or substituted, except at BIAV's absolute discretion.

38. BIAV accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought by the individual winners.

39. The set up for and the process of the Randomly Drawn Participant selecting and drawing an envelope on Sunday 23 October 2022 will be overseen and scrutinised independently of BIAV by:

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