

## Terms and Conditions SA Top Tourism Town Consumer Voting

1. All voting will be conducted online and by the public.

2. When initiating the voting process, you will be directed from the Tourism Industry Council South Australia (TiCSA)'s landing page to Survey Monkey. The voting process and competition is hosted by TiCSA.

3. Voting opens on Monday, 29 March 2021 and closes on Friday, 23 April 2021.

4. All finalists in the 2021 SA Top Tourism Town program will be eligible to receive votes.

5. To be eligible to vote, persons must be 18 years of age or over.

6. To vote, persons must enter details as stipulated by the designated voting form on Survey Monkey (<u>https://www.surveymonkey.com/r/HFYNDHN</u>) during the promotion period.

7. Only one vote per person is permitted.

8. Incomplete votes will be deemed invalid.

9. The promoter of the competition is TiCSA.

10. TiCSA 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 submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by TiCSA to enforce any of its rights at any stage does not constitute a waiver of those rights.

11. If there is a dispute as to the identity of an entrant, TiCSA reserves the right in its sole discretion, to determine the identity of the entrant.

12. Vote counting for the awards will be conducted by Survey Monkey. Voting will be overseen by TiCSA.

13. TiCSA's decision on voting is final and binding, and no correspondence will be entered into.

14. If this voting is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify the entrant; or (b) subject any written directions from a regulatory authority, to modify, suspend, terminate or cancel the voting, as appropriate.

15. TiCSA collects personal information from each person to conduct the voting process and prize draw competition and may, for this purpose, disclose such information to third parties.

16. By responding "Yes" to receive news and updates from TiCSA, as per question 3 of the voting form, you are agreeing to subscribe to TiCSA's mailing list. Electronic direct mailouts will be sent to your nominated email address periodically and you can unsubscribe at any time.



17. All employees of TiCSA and their immediate families are ineligible to enter. Immediate family means any of the following: spouse, de facto spouse, child or step which (whether natural or by adoption), parent, stepparent, grandparent, step grandparent, brother, sister, stepbrother or stepsister.

18. TiCSA reserves the right to change these Terms and Conditions at any time.

19. To the extent permitted by law, the Promoter is not responsible or liable for:

a). inaccurate / incorrect transcription of entry information;

b). purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions;

c). any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;

d). the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;

e). unauthorised human intervention in any part of the competition; and

f). electronic or human error which may occur in the administration of the competition.