

**NSW Department of Family and Community Services**  
**THE APT MAGNIFICENT EUROPE RIVER CRUISE PROMOTION**  
**Terms and Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to residents of NSW only, who are 18 years of age or over, and possess a NSW Seniors Card membership. However, employees and their immediate families of the Department of Family and Community Services, Salmat IDR Pty Limited, and their associated agencies and companies are not eligible to enter.
3. The competition commences on Monday 5 December 2011 at 00:01 (AEDT) and concludes on Thursday 1st March 2012 at 23:59 (AEDT).
4. The competition will be advertised in the NSW Seniors Card 2012 Discount Directory and on the NSW Seniors Card website [www.seniorscard.nsw.gov.au](http://www.seniorscard.nsw.gov.au)
5. To enter, participants must go to the NSW Seniors Card website [www.seniorscard.nsw.gov.au](http://www.seniorscard.nsw.gov.au) and complete the online Survey including their Seniors Card member number and a valid and current email address.
6. Illegible, incomprehensible and incomplete entries will be deemed invalid.
7. Entrants in the competition may only enter once in the competition period.
8. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
9. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. This includes, but not limited to, entrants and households using multiple email addresses. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
10. Entries must be received by Thursday 1 March 2012 at 23:59 (AEDT). The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
11. Any entry that is made on behalf of an Entrant without the consent of the Entrant by a third party will be invalid.
12. The cost of accessing the promotional website will be dependant on the entrant's individual Internet Service Provider.
13. The prize consists of:
  - 15 Day APT Magnificent Europe River Cruise for 2 people from Amsterdam to Budapest or vice versa in double/twin share basis.
  - 2 x return economy class airfares from Sydney to Europe including air taxes
  - Port charges

14. Total prize value is up to \$20,000 (including GST)
15. Any individual component of the Prize cannot be transferred or be redeemed for cash, regardless of whether the winner uses the component of the Prize, in whole or in part.
16. The winner and their companion are responsible for all other expenses including spending money, meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, and all other ancillary costs.
17. The winner and travelling companion must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure from Sydney. These conditions apply for all airlines of APT's choice.
18. The Prize must be taken within November 2012 on the nominated dates – 4<sup>th</sup>, 9<sup>th</sup> or 23<sup>rd</sup> November 2012 and is subject to cruise and flight availability. All components of the prize must be fulfilled at the same time and they can not be split across different time periods.
19. Air tickets are available on the regular scheduled services of the airline of APT's choice and are subject to seasonal embargos. Flight itinerary may have to be adjusted depending on the airline and their current flight schedule. Frequent Flyer points are not available.
20. The Two Economy Class return tickets are valid for travel on the airline of APT's choice only and must be taken in conjunction with APT's 15 day River Cruise valid for departure in November 2012. Any tickets which remain unused after the expiry date shall be deemed null and void. The tickets are subject to availability. The following costs are to be borne by the passenger: travel costs to and from the points of departure, travel insurance, pre and post cruise accommodation, excess baggage over and above the approved 23kgs, meals not indicated on the cruise itinerary, all taxes, levies and surcharges, and any other travel related expenses.
21. The APT 15 Day Europe River Cruise is valid for travel from Amsterdam to Budapest or Budapest to Amsterdam.
22. A credit card imprint or cash deposit may be required from the winner at check-in to their accommodation, for all incidental charges. Any accommodation vouchers that may be issued are non-changeable.
23. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.
24. The New South Wales Department of Family and Community Services, Salmat IDR Pty Limited, APT make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade

25. By entering the competition, the winner and their guest acknowledge they are able to bring with them with the required clothing during the fulfilment of the prize at no expense to the New South Wales Department of Family and Community Services or the other organisers. It is the winner's responsibility to check travel warnings, obtain necessary insurance and comply with any appropriate travel warnings from the Australian government or DFAT, as the New South Wales Department of Family and Community Services has no responsibility or liability in this regard other than as set out expressly in the terms and conditions of the competition.
26. Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner.
27. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
28. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
29. By accepting the prize, the winner agrees to participate in and co-operate as required with all 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.
30. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with New South Wales Department of Family and Community Services advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
31. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
32. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
33. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
34. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. One (1) valid entrant will be drawn at random to become the winner. The draw will take place at Salmat IDR, Level 2 116 Miller Street, North Sydney NSW, 2060, on 2 March 2012 at 10:00 (AEDT).
35. The winner will be notified within 14 days of the closing date (1 March 2012). The winner will be notified of their prize in writing.
36. The prize will be awarded to the person named in the entry. However, in a dispute, it will be awarded to the account holder of the entry mechanism used to submit their entry.

37. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
38. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Salmat IDR, Level 2 116 Miller Street, North Sydney NSW, 2060, on 7 May 2012 at 10:00am. The winner will be notified within 14 days of the draw. The winner will be notified of their prize in writing.
39. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
40. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
41. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
42. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
43. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
44. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
45. The New South Wales Department of Family and Community Services, APT and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
46. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.

47. The Promoter collects your personal information to process your competition entries and to provide and improve their products and services. The Promoter may also share personal information with other persons or entities who assist the Promoter in running their competitions (including Salmat IDR Pty Ltd) with other companies who provide prizes for competitions: APT
48. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter's privacy officer.
49. The Promoter is the New South Wales Department of Family and Community Services (ABN: 80 597 369 676) of Level 5, 83 Clarence Street, Sydney NSW 2000.