

Competition Terms & Conditions

1. TERMS AND CONDITIONS – HOBART MARATHON ENTRIES COMPETITION

1. By submitting an entry into the Hobart Marathon Entries Competition (Competition), entrants warrant that they have read, understood and agree to be bound by these Terms and Conditions.
2. There is no purchase necessary to enter into 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).
4. Entry is open to Tasmanian residents aged 18 years and over.
5. Entrants which fulfil any of the following criteria are ineligible to win:
 - a) entrants located outside of Tasmania
 - b) the Promoter's employees and their immediate families
 - c) contractors of 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 Facebook page (<https://www.facebook.com/TasPortsTasmania/>) and conclude on 6 February 2023 (Promotion Period).
7. Entrants may enter the Competition by:
 - a) visiting the Promoter's Facebook page <https://www.facebook.com/TasPortsTasmania/>, and
 - b) commenting on the relevant post which race event at the Hobart Marathon Festival they wish to enter.
8. There is a total of ten prizes to be awarded in this Competition:
 - a) Each prize is valued at AUD 15-170, depending on the race entry; and
 - b) the prize is awarded in the form of a discount code to use on the Hobart Marathon Festival's website.
9. The winner will be selected at random.
10. The winner will be notified by the Promoter by private message via Facebook Messenger on 6 February 2023.
11. 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 <https://www.tasports.com.au>. It is a condition of entry that the Promoter has the right to publicise the name of entrants for any matter incidental to the Competition.
12. The Promoter will have no liability for the winner's failure to receive notifications due to Facebook settings or for the winner's provision of incorrect or otherwise non-functioning contact or delivery information.
13. 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 will be selected by the Promoter.
14. 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.
15. 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.

16. 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 relevant gaming authorities in Tasmania, where required.
17. 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.
18. 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 of a gift.
19. The Promoter's decision in relation to any aspects of the Competition is final and binding on every person who enters, and no correspondence will be entered into.
20. The Promoter reserves the right in its sole discretion to disqualify any individual whom 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 Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
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 recommence it from the start on the same conditions subject to applicable State regulations.
22. This Competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are entering into a Competition with the Promoter, not Facebook. Information collected will be used for this Competition only and will not be shared with any other party outside the Promoter, and will not be used for other purposes in future.