

“CLUBSNSW PREMIER’S WWII MEMORIAL TOUR” COMPETITION

TERMS AND CONDITIONS

1. Information on how to enter and participate in the “ClubsNSW Premier’s WWII Memorial Tour” Competition (“**Competition**”) and the prizes to be won through the Competition are contained in these Terms and Conditions. Participation in the Competition is deemed acceptance of these Terms and Conditions and the [Personal Information Collection Notice](#).
2. The organisers of the Competition are The Registered Clubs Association of New South Wales (ABN 61 724 302 100) of Level 8, 51 Druitt Street, Sydney, NSW 2000 and The NSW Office for Veterans Affairs of GPO Box 6, Sydney NSW 2001, jointly and severally (“**Organisers**”).
3. The Competition commences at 9:00AM AEST on 27 May 2022 and ends at 5:00PM AEST on 13 June 2022 (“**Competition Period**”).
4. Entry is only open to New South Wales year 11 school students aged 16 or 17 at all times during the period 27 May 2022 to 31 July 2022 (inclusive) (“**Eligible Entrants**”).
5. To be eligible to enter, Eligible Entrants must submit a 1000-word essay (10% either more or less will be accepted) which answers the question ‘*Are the lessons of WWII still relevant today?*’ (“**Essay Submission**”).
6. To enter an Essay Submission, Eligible Entrants must complete the following steps during the Competition Period:
 - Talk to their parent or guardian and get their permission to enter;
 - Visit <https://www.clubsnsw.com.au/ClubsNSWPremiersWWII-Memorial-Tour> (“**Competition Entry Page**”); and
 - Follow the instructions on the Competition Entry Page, including inputting the requested details in the entry form; uploading a copy of the Essay Submission; and agreeing to these Terms and Conditions.
7. An Eligible Entrant that submits an entry in accordance with paragraph 6 above will be deemed to be an “**Entrant**”.
8. Eligible Entrants may submit a maximum of one (1) Essay Submission during the Competition Period.
9. At the conclusion of the Competition Period, a panel of judges selected by the Organisers will assess the Essay Submissions of each Entrant based on the following judging criteria: creativity; level of research; quality of response to the question; adherence to the word limit.
10. The best six (6) Essay Submissions as selected by the judges will be deemed a winner and the Entrant of winning Essay Submission will be announced on 20 June 2022. Each winning Entrant will be contacted by phone and email using the details provided when entering the Competition.
11. Each winning Entrant will win a prize package consisting of an 11-day ClubsNSW Premier’s WWII Memorial Tour of Pearl Harbour in the USA, and Hiroshima and Tokyo in Japan departing Sydney on 21 July 2022 and returning to Sydney on 31 July 2022. The

winners will be accompanied by Minister for Veterans David Elliott and ClubsNSW CEO Josh Landis from 21 July and will be joined by NSW Premier Dominic Perrottet on their visit to Hiroshima. The prize package will include return economy class flights, transfers, pre-arranged activities, meals and accommodation and the total value of each prize package will be notified once all bookings have been finalised (the “**Prize Package**”). There are six (6) Prize Packages to be won.

12. The Prize Packages will be organised and booked by the Organisers in consultation with the winning Entrant and his/her parent/guardian and school, and arrangements will be made with each in relation to travel arrangements, including supervision and related matters. Each winning Entrant and his/her parent/guardian may be asked to provide reasonable consents and authorisations in relation to such matters.
13. Entrants agree that they are fully responsible for any materials they submit via the Competition including but not limited to the contents of the Essay Submission (“**Content**”). Entrants warrant and agree that:
 - the Content is the original artistic work of the entrant that does not infringe the rights of any third party;
 - they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights.
14. As a condition of entering the Competition, each Eligible Entrants grants the Organisers a non-exclusive, royalty-free, perpetual, worldwide, irrevocable right to use, reproduce, modify, adapt, publish and display their Essay Submission (which shall include Content) for any purpose, including but not limited to future Competition, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
15. The “ClubsNSW Premier’s WWII Memorial Tour” Competition is a game of skill and chance plays no part in determining the winning Eligible Entrants and Essay Submissions.
16. The Organisers reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and school) and reserves the right, in its sole discretion, to disqualify any individual who the Organisers has reason to believe has breached any of these Terms and Conditions, tampered with the entry or voting process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at the Organisers’ discretion. Failure by the Organisers to enforce any of its rights at any stage does not constitute a waiver of those rights. The Organisers’ legal rights to recover damages or other compensation from such an offender are reserved.
17. Incomplete or indecipherable entries will be deemed invalid.
18. If there is a dispute as to the identity of an entrant, the Organisers reserve the right, in its sole discretion, to determine the identity of the entrant.
19. The Organisers’ decision is final and no correspondence will be entered into regarding the result of the Competition.
20. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, or any other event beyond the reasonable control of the Organisers including by reason of COVID-19 government restrictions, bans and/or lockdowns, the Organisers reserves the right in its sole direction to cancel, terminate, modify or suspend the Competition or suspend, substitute or modify a prize and invalidate any affected entries.

21. If for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Organisers, then the prize (or that element of the prize) will be forfeited in accordance with these Terms and Conditions.
22. If any prize (or part of any prize) is unavailable, the Organisers, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
23. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
24. Entrants consent to the Organisers using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Organisers.
25. If this Competition 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 Organisers, including but not limited to technical difficulties, unauthorised intervention or fraud, the Organisers reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate.
26. Any cost associated with accessing the Competition website is the entrant's responsibility and is dependent on the Internet service provider used.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Organisers (including its respective officers, employees and agents) 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 the Competition.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Organisers (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 use/taking of the Prize Package (over and above any travel insurance cover arranged by the Organisers on behalf of each winning Entrant).
29. The Organisers collects personal information ("**PI**") in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry and voting is conditional on providing this PI. The Organisers will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.clubsnsw.com.au/privacy-policy>, and the [Personal Information Collection Notice](#).
30. The Organisers reserve the right to change these Terms and Conditions without notice and at any stage during the Competition.

31. This Competition is governed by the laws of New South Wales. All entrants submit to the jurisdiction of the courts in New South Wales.