Hoot Cruises Australia Competition
Win a 7 night cruise with Royal Caribbean International

Terms and Conditions

1. This competition is a promotion run by Specialist Holidays Pty Ltd ACN 134 691 580 and Specialist Travel Pty Ltd ACN 124 827 096 (“Promoter”).

2. Entries and information on prizes and how to enter form part of these terms and conditions (“Terms”). Entries not completed in accordance with these Terms are ineligible. Participation in this competition constitutes acceptance of these Terms.

3. The competition is open to Australian residents over the age of 18 years of age and have opted into the competition prior to the cut-off time of the draw in the competition, subject to these Terms.

4. Employees and their immediate families of the Promoter, Partners, Agencies and their related corporate bodies, are not eligible to enter this promotion. The Winner may be expected to complete a Statutory Declaration, evidencing their identity and age, before claiming their Prize.

5. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe is ineligible, breached any of these conditions, or engaged in any unlawful or otherwise 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. If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with these Terms, subject to the written direction of any relevant authority.

6. The Promotion commences at 12.01 am AEST on Thursday 17 August 2017 and closes at and closes at 5.00pm AEST on Wednesday 13 September 2017 (‘promotion period’). (Subject to clause 23, in which case the competition will be redrawn on 18 October 2018).

7. Information on how to enter and prizes form part of these terms and conditions. Any entry not complying with these terms and conditions is invalid. The Promoter's decision is final and no correspondence will be entered into.

8. Eligible Entrants may enter this competition by opting into the competition and by completing the requirements will automatically be included in the competition.

9. To enter the promotion, participants must log on to: https://hootcruises.com.au/competitions complete and submit the online entry form during the promotion period. All eligible entries will be entered in the draw. One entry per Entrant permitted.

10. 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 for submitting an entry that is not in accordance with these Terms and Conditions.

11. All entries become the property of the Promoter. No responsibility is accepted for late, lost or misdirected entries.

12. The Prize draw will take place at 2.00pm (AEST) on Friday 15 September 2017 at Hoot Holidays Head Office, Level 6, 59 Goulburn Street, Haymarket NSW 2000. All eligible entries received during the promotion period will be entered into the draw. The winner will be judged on their superior ability to answer the question creatively within 25 words or less. The valid and eligible chosen by the panel of judges will be the Prize Winner.
13. The Winner will be notified by phone and in writing within two business days of the draw. The Winner’s name will be published on https://www.hootcruises.com.au/competitions after 3pm from Monday, 18 September 2017 for a period of 28 days.

14. The Prize Winner will receive 7-night round trip cruise with Royal Caribbean International from Sydney for two people in an Oceanview stateroom, including $US500 onboard credit to be used on the Voyager of the Seas. Departing Sydney on 20 March 2018 and visiting Lifou Island and Noumea before returning to Sydney on 27 March 2018. The winner of the competition will not be entitled to any upgrades or optional extras. The prize is valued in total approximately $2,348 ($1,174 per person) including taxes.

15. The prize value is provided as a guide only, and are accurate as at the publishing date to the knowledge of the Promoter but may be subject to change. Any inaccuracy or change in the value of the prize between the publishing date and the date that the prize is claimed is not the responsibility of the Promoter.

16. If any portion of the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize, or any element of the Prize, for an element of similar theme and of equal value, subject to State regulation and subsequent approval. The Promoter is not responsible for any cancellation, postponement, delay or rescheduling of any element of the Prize.

17. Total maximum value of the Prize is $2,348, which is correct at the time of publication. The Promoter takes no responsibility for any variation in any element of the Prizes. Individual Terms and Conditions apply for each prize element.

18. All components of the Prize must be taken together. Travel restrictions may apply. The Winner and their travel companion must travel together. Speciality restaurants, premium drinks, transfer costs, tips, domestic travel to and from any departure point, room service, minibar, telephone charges and any other personal expenses, (other than those specified in clause 7), is the responsibility of the Winner and their travel companion and not included in the prize. If for any reason, the winner is unable to accept their Prize as stated, and within the dates indicated, the winner will forfeit the Prize and no compensation will be given in lieu. The Prize is not transferrable.

19. Any travel or entry documentation such as Passports, entry Visas, specific New Caledonia entry conditions and any Insurances, will be the responsibility of the Winner and their travel companion. It is the Winner’s responsibility to check with government travel advisory and immigration authorities regarding travel requirements and eligibility. Any fines, penalties, payments and expenditure incurred as a result of not meeting such requirements are the sole responsibility of the Winner and their travel companion.

20. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original Prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion. The Promoter and any associated companies involved in the Promotion, make no representation as to the safety, conditions or other issues that may exist at any Prize destination or location. It is the sole responsibility of the Winner and their travel companion, to first check with all government travel advisory information regarding the safety and any other situation at a Prize destination or location.

21. The Promoter is not responsible for any incorrect or inaccurate information, either caused by entrant 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.
22. If the winner is unable to be contacted within four weeks of the draw the Promoter reserves the right to redraw in the event of the Winner not claiming any Prize. If any Prize remains unclaimed or forfeited through ineligibility or otherwise, the Promoter will conduct a further draw, as required, at the same time and place as the original draw, on Wednesday 18 October 2017. The winner, if any, will be notified in writing and by phone within 2 business days of the redraw. Any second chance draw winner will be published on https://hootcruises.com.au/competitions from Friday 20 October 2017 for a period of 28 days.

23. If for any reason this promotion is not capable of running as planned (whether caused by infection by computer virus, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the promotion), the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant Regulatory Authority), to cancel, terminate, modify or suspend the promotion. The Promoter assumes 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. The prize is not transferable, exchangeable or redeemable for cash.

24. The Promoter will require winners to provide proof of identity, proof of age, and proof of current and valid Australian Passport with proof of residency prior to publishing of the winner’s name. Identification considered suitable for verification is at the Promoter's discretion. If the winner of the prize is under the age of 18 years (where entry by persons under 18 is not permitted), the Promoter may, at its discretion award the prize to the winner's parent or guardian.

25. The information that entrants provide will be used by the Promoter for the purpose of conducting the competition, and to periodically keep entrants informed about the goods and services provided by the Promoter, related entities and its service providers. By entering this competition entrants consent to the use of their contact details for the purposes described in this clause. The Promoter may use or disclose entrants’ personal information to related entities or other appropriate third parties in accordance with its privacy policy available on its Internet site at https://cruise.hootholidays.com.au/privacypolicy

26. The prize winner acknowledges that the prize, or any component of the prize, may be subject to the standard terms and conditions of the individual prize supplier(s) and may be subject to additional terms and conditions imposed by third parties. The winner must become acquainted with any such additional terms and conditions prior to accepting the prize. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the prize by third parties, or for the breach of those conditions by any person. The acceptance of the prize creates a relationship between the prize winner and the individual prize supplier(s) and the Promoter is not responsible for, and accepts no liability in relation to, any loss, damage or claim that may be incurred by the prize winner as a result of the prize winner's decision to accept the prize.

27. In participating in the prize activity, the winner agrees to participate and cooperate as required in all editorial activities relating to this promotion, including but not limited to being interviewed, video-recorded and photographed. The winner agrees to grant the Promoter and RCL Cruises Ltd and each of their related entities a perpetual, non-exclusive licence to use such audio, footage and/or photographs in all media worldwide and the winner will not be entitled to any fee for such use. The winner agrees that they will not sell or otherwise provide their story, video and/or photographs to any media or other organisation.

28. Entrants consent to the Promoter and RCL Cruises Ltd and each of their related entities using their name, likeness, image and/or voice in the event they are a prize winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the promotion (including any outcome), and promoting products manufactured, distributed and/or supplied by the Promoter or RCL
29. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this competition or these terms, subject to applicable laws and subject to the approval of the relevant regulatory authorities.

30. The Promoter, its related entities, and the directors, officers, management, employees and other staff of the Promoter and its related entities (Promoter’s Agents) will not be liable for any loss or damage or for any personal injury sustained as a result of taking the prize(s) or entering into this competition. The Promoter and the Promoter’s Agents make no representations or warranties as to the quality, suitability or merchantability or any goods or services offered as prizes. To the extent permitted by law, the Promoter and the Promoter’s Agents are not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or the Promoter’s Agents, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the prize winner and, where applicable, to any persons accompanying the prize winners.

31. If, notwithstanding the above, the Promoter or the Promoter’s Agents are found to be liable to any person in connection with this competition the Promoter’s and the Promoter’s Agents’ maximum aggregate liability is limited to $1.00.

32. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and 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.

33. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process.

34. The Promoter will collect information about entrants to include them in this Promotion and to award the Prizes. Entries are deemed to be received at the time of receipt into the Promoter’s database. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information either caused by website users or by any of the equipment or programming associated or utilised in this competition, or by any technical error that may occur in the course of administration of this competition.

35. By participating in this Promotion, entrants consent to the storage of their entry information on the databases of the Promoter, its related bodies and all Partners involved in this Promotion, who include: The Partners involved in this Promotion are: Specialist Holidays Pty Ltd ACN 134 691 580 and Specialist Travel Pty Ltd ACN 124 827 096; RCL Cruises Ltd (RCCL) (ABN 54 150 263 086) The Promoter collects information about entrants, including names and contact details which entrants provide when participating in this Promotion. The Promoter collects and uses that information to provide opted-in entrants with marketing materials and offers, for the purposes described in the Promoter’s Privacy Policy and for any other purposes, described at the time of collection. Further information about how the Promoter handles personal information, how opted-in entrants can complain about any breach of the Australian Privacy Principles, how The Promoter will deal with a complaint of that nature, how opted-in entrants can access or seek correction of any personal information and The Promoter’s contact details in connection with this promotion will be handled in accordance with the Promoter’s Privacy Statement, a copy of which is available by contacting the Promoter, Hoot Cruises (Australia) Pty Ltd of 59 Goulburn Street, Haymarket, NSW 2000.

36. The Promoter is Specialist Holidays Pty Ltd ACN 134 691 580 and Specialist Travel Pty Ltd ACN 124 827 096 of 59 Goulburn Street, Haymarket, NSW 2000.