<u>Terms and Conditions of Brolga Awards 2024</u> Northern Territory People's Choice Tripadvisor / Shiji ReviewPro Award

ENTRY INTO Northern Territory People's Choice Tripadvisor / Shiji ReviewPro Award (Award)

Entry into the award is deemed acceptance of these Terms and Conditions.

Tourism NT decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every business that enters. No correspondence will be entered into.

HOW BUSINESSES WILL BE CONSIDERED FOR THE: Northern Territory People's Choice Tripadvisor / Shiji ReviewPro Award (Award)

- I. To be considered for the Award, entrants must, submit an entry into one of the below 2024 Brolga Award categories as outlined in point II and adhere to the 2024 Brolga Awards Rules and Regulations.
- II. Businesses who simply enter into the following 2024 Brolga Award categories will automatically be assessed against the criteria in point IV outlined below:
 - 1. Major Tourist Attraction
 - 2. Tourist Attraction
 - 3. Ecotourism
 - 4. Cultural Tourism
 - 5. Aboriginal and Torres Strait Islander Tourism
 - 6. Major Tour and Transport Operators
 - 7. Tour and Transport Operators
 - 8. Adventure Tourism
 - 9. Tourism Restaurants and Catering Services
 - 10. Tourism Wineries, Distilleries and Breweries
 - 11. Caravan and Holiday Parks
 - 12. Hosted Accommodation
 - 13. Unique Accommodation
 - 14. Self-contained Accommodation
 - 15.3-3.5 Star Accommodation
 - 16.4-4.5 Star Accommodation
 - 17.5 Star Luxury Accommodation
 - 18. Excellence in Food Tourism
 - 19. Excellence in Accessible Tourism
- III. Entrants who have submitted into the following categories will **not** assessed:
 - 1. Major Festival and Events

- 2. Festival and Events
- 3. Tourism Retail, Hire and Services
- 4. Business Event Venues
- 5. Visitor Information Services
- 6. Tourism Marketing Campaigns
- 7. New Tourism Businesses
- IV. Businesses in point II will be assessed against the below criteria which is a combination of dashboard performance including year on year improvement. The winner will be determined by a combination of reports generated from Shiji ReviewPro:
 - a. Global Review Index 'GRI'
 - b. GRI year on year (YOY) growth
 - c. Positive semantics
 - d. Positive semantics YOY growth
 - e. Management response rate
 - f. Management response YOY growth
 - g. Year on year growth will be measured between 1 July 2023 to 30 June 2024 compared with 1 July 2022 to 30 June 2023.

VERIFICATION

The Award winner will be verified by Shiji ReviewPro.

WINNER ASSESSMENT & PRIZE INFORMATION

- a. The determination of the winner will take place at the location and time specified in Item 4 of the Schedule.
- b. One Entrant will win the Prize.
- c. The winning Entrant will be notified on the 9 November 2024 at the 2024 Brolga Awards.

PRIZE CONDITIONS

- 1. The Shiji ReviewPro portion of the prize, or components of the Shiji ReviewPro Prize, are not transferable or exchangeable and cannot be taken or redeemed as cash. The Shiji ReviewPro Prize must be taken as offered and may not be varied.
- 2. In the event that for any reason the winning Entrant 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 winning Entrant.
- 3. The winning Entrant must complete and sign all relevant waiver forms prior to receiving the Prize.
- 4. Participation in the Prize is subject to, and acceptance of, such other terms and conditions as may be imposed by third party providers involved in providing goods or services included in the Prize.
- 5. The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the Prize is obtained through any of these methods, it will not be honored.
- 6. Prize documentation will be delivered to the winning Entrant at the contact details communicated to the Promoter during verification of the Entrant.
- 7. If more than one person attempts to claim the Prize, the Promoter has sole and absolute discretion to determine which of those persons the winning Entrant is.
- 8. The Promoter accepts no responsibility for any variation in the value of the Prize from the time of creating the Promotion materials.
- 9. If the Promoter is unable to provide the winning Entrant with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize.

GENERAL

- 10. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. No responsibility will be taken for lost, late or misdirected entries. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
- 11. If, for any reason, the Promotion is not capable of being run as planned, including due to infection by computer virus, bugs, network failure, tampering, unauthorised intervention, fraud or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right in its absolute discretion to take any action that may be available to it, including cancelling, terminating, modifying or suspending the Promotion.
- 12. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, engages in any unlawful or improper conduct which

jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

13. All Entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded the Price to the ineligible person. Return of the Prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.

14. The:

- (a) Promoter, the Promoter's related entities, and all agencies associated with the Promotion; and
- (b) the employees, agents, directors and contractors, of all entities referred to in the above sub-paragraph (a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or the acceptance or use of the Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

- 15. The Promoter accepts no responsibility for any tax liabilities that may arise from winning or receiving the benefit of the Prize.
- 16. The winning Entrant must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to the winning of the Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.

RISKS BORNE BY ENTRANTS

- 17. The Entrant acknowledges and agrees that:
 - a) to the extent permitted by law, the Entrant indemnifies the Promoter and its personnel from any claim, loss, damage or damages whatsoever, including, but not limited to, economic, direct or indirect loss, or personal injury suffered or sustained in connection with, or arising from, this Promotion; and
 - b) if, for any reason, the Promotion is not capable of running as planned the Promoter reserves the right in its absolute discretion to take any action that is legally available to the Promoter to reschedule, change or cancel the Promotion.
- 18. Entrants acknowledge and agree that the Promoter (and the Northern Territory of Australia):

- a) accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise;
- b) has no control over communication networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise; and
- c) is not liable for any consequences of defects or errors including in connection with the Promotion's automated entry process, defect in any connectivity to the Site or any device or software.

PERSONAL INFORMATION

- 19. By participating in the Promotion, the Entrant acknowledges and agrees that the Promoter will:
 - a) collect, hold, use and disclose the Entrant's personal information in order to facilitate the Entrant's participation in the Promotion;
 - b) use the Entrant's personal information for future promotional and marketing purposes regarding the Promoter's products and services including contacting the Entrant via any contact details provided by the Entrant without further reference or compensation to the Entrant. If the Entrant does not wish to receive future marketing information from the Promoter, the Entrant may request not receive further promotional or marketing communications from the Promoter at any time by contacting the Promoter or unsubscribe from the mailing list at the time of receiving any promotional material;
- 20. Any collection, storage or use by the Promoter of any personal information provided by an Entrant will be subject to the provisions of the *Information Act 2002* and IPPs while the personal information is in the possession of the Promoter. For more information about how the Promoter manages personal information, how to contact us, and how the Entrant can access the information we hold about the Entrant, please refer to our Privacy Policy available at: https://northernterritory.com/find-out-more/privacy.

SCHEDULE

Item 1	Promotion Entry Period	From 6.00am AEDT on 1 July 2022 to 6.00pm AEDT on 30 June 2023 inclusive (entry period end date is subject to change at the discretion of the Promoter).
Item 2	Promotion Period	Criteria to be assessed: 1 July 2022 to 30 June 2023 compared with 1 July 2021 to 30 June 2022.
		2023 Brolga Award nominations close: 9 August 2023
		2023 Brolga Award submissions close: 30 August 2023
Item 3	Entering the Promotion	The Shiji ReviewPro generated report based on criteria outlined in point IV will decide the winner of the Award.
		To enter and be eligible to win, Entrants must, during the Promotion Period:
		 be a business who has submitted into the 2023 Brolga Awards in the categories outlined in point II.
Item 4	Prize Draw Locations and Time	There will be one (1) prize drawn at) location and time listed below:
		Tourism NT Level 8 Charles Darwin Centre, 19 The Mall, Darwin NT 0800 by at least two (2) representatives of the Promoter at 9.00am ACST on 30/10/2023.
Item 5	Prizes	1: \$5,000 Cash provided by Tripadvisor
		2: Shiji ReviewPro Guest Intelligence solution for 12 months for the winning business. Including Reputation Management, Guest Surveys and Cases plus a dedicated Set Up Consultancy of 5hours.
Item 6	Notifying winning Entrant	(a) The notification will take place on 11 November 2023 at the 2023 Brolga Awards.
		(b) The suppliers of the prize will be informed of the winning Entrants full name and contact details.
		(c) The Entrant will receive the contact details of the suppliers to redeem the prize.
Item 7	Website	n/a.