

The Ghan Photo Competition Terms and Conditions

1. This competition is being conducted by the **Royal Australian Mint** (ABN 45 852 104 259) Denison Street Deakin ACT 2600, ("**Promoter**").
2. Total value of the prize pool is up to AUD \$5,258.00
3. The Promoter is offering the opportunity for Australian citizens and permanent residents to enter "The Ghan – Photo Competition" to go into the running to win one (1) of four (4) prizes in value (Competition).
4. By entering the Competition, the Entrant agrees to abide by these Terms and Conditions. Information regarding prizes and how to enter forms part of these conditions. By entering, the Entrant accepts these Terms and Conditions.

How to Enter

5. Entry to the Competition is open to Australian citizens and permanent residents (Australian Residents) who are aged 18 years and over as at the time of the Competition and who remain Australian Residents for the duration of the promotional period (Entrant(s)).
6. The Promotion commences 12.01am on Monday 8 July 2019. Entries close 11.59pm on Monday 30 September 2019. (Promotional Period)
7. To enter the competition, an Entrant must purchase a *90th Anniversary of The Ghan 2019 50c Coloured Uncirculated Coin* from the Royal Australian Mint and take a photo of their coin at a local landmark, as outlined above.
8. Submission of photos will be conducted through the Royal Australian Mint's Facebook page: <https://www.facebook.com/RoyalAustralianMint/>
9. Winners will be identified on Friday 4 October 2019 and notified individually through Facebook. The specific eligibility requirements for each prize detailed below. Winners will be published on Facebook by Thursday 31 October 2019.
10. The Promoter is not responsible for any technical malfunctions or problems with internet or network congestion, including injury or damage to an Entrant or any other person's computer related to participation in this promotion and problems with transmission of entries over the internet. The Promoter accepts no responsibility for lost, late or misdirected entries.

Restrictions on Entry

11. The directors, management and employees (and their immediate families, including children and wards, and other persons residing in their household, ex-spouse, de-facto spouse, step parent, grandparent, step grandparent uncle, aunt, niece, nephew, brother, sister, step-brother, step sister or first cousin) of the Promoter, its related entities, distributors, printers, suppliers, providers and agencies associated with the Competition are ineligible to enter the Competition.
12. Persons aged less than 18 years old are ineligible to enter or participate in the Competition. All entries and attempted prize redemptions of persons who are aged less than 18 years old will be deemed invalid.
13. Entrants can only enter the competition once and in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Competition and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid.

14. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the Competition, before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or a person nominated by the Promoter) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant will be ineligible and deemed invalid.

Prizes

15. The Promoter offers the opportunity for Entrants to win the following prizes:
- **Major Prize:** One (1) eligible Entrant will win one (1) Gold Twin cabin one-way trip for two (2) adults on The Ghan from Adelaide to Darwin for travel in either November 2019, February 2020 or November 2020. Travel dates are subject to availability at the time of redemption through Journey Beyond Group.
 - Visit <https://journeybeyondrail.com.au/journeys/the-ghan/> for more information.
 - **NOTE: the major prize excludes travel costs** to Adelaide and from Darwin, and any associated accommodation or travel expenses.
 - **Runner-Up Prizes:** Three (3) eligible Entrants will each receive one (1) *90th Anniversary of The Ghan 2019 50c Coloured Uncirculated Coin* signed by the Royal Australian Mint CEO and the coin designer.
16. Total cash prize pool valued up to is AUD \$5,258.00 (Prize Value). The Promoter is neither responsible nor liable for any change in the Prize Value occurring between the publishing date and the date a prize is claimed. The Prize Value is in Australian dollars.

Eligibility for Prizes

17. For an Entrant to be eligible for the Major Prize and Runner-up Prizes, the Entrant must:
- Purchase at least one (1) *90th Anniversary of The Ghan 2019 50c Coloured Uncirculated Coin* (Ghan Coin) from the Royal Australian Mint between Monday 8 July 2019 and Monday 30 September 2019.
 - Take a photo of their Ghan Coin at a local landmark in the Entrant's town of residence (Entrants whose photo entry has been deemed unsafe or inappropriate will be invalid)
 - A winner will be determined on a basis of skill: a photo competition as described in the promotional material.
 - Submit their photo via the Royal Australian Mint's Facebook page between Monday 8 July 2019 and Monday 30 September 2019.
 - **A person may only enter the competition ONCE under their name.**
 - Entrants that purchase the *90th Anniversary of The Ghan 2019 50c Coloured Uncirculated Coin* from a third party will not be eligible to win either the major or runner-up prizes.
 - Upon request, Entrants must be able to provide proof of purchase from the Royal Australian Mint, with the transaction dated between Monday 8 July 2019 and Monday 30 September 2019.
 - Upon request, Entrants will need to provide proof of identity and residence.
 - Make contact with the Royal Australian Mint by Monday 14 October 2019.
18. It is the responsibility of the Entrant to ensure that they have met all eligibility requirements.

Conditions of Each Prize

Major Prize

19. One (1) Major Prize winner will be selected by a qualified judge (Royal Australian Mint CEO) by Thursday 3 October 2019 as a winner of the Major Prize from the total pool of Entrants (Australia-wide).
20. In addition to the Major Prize winner, up to three (3) eligible Entrants will be chosen as Runner-ups to the Major Prize (each a Runner-Up).
21. The winner of the Major Prize will be identified on Friday 4 October 2019. Winners will be published on Facebook by Thursday 31 October 2019. They will be asked to make themselves available for any promotional activities the Promoter undertakes to close off the competition.
22. The Major Prize drawn winner will be required to provide proof of purchase, proof of identity and age, and their contact details to the Royal Australian Mint by Monday 14 October 2019.
23. After making contact with the Royal Australian Mint, the winner will have until Thursday 31 October 2019 to register with the Journey Beyond Group for a trip in either November 2019, February 2020 or November 2020 (travel dates subject to availability).
24. Should the Major Prize winner be deemed ineligible due to non-compliance with these Terms and Conditions, a new Major Prize winner will be drawn from the relevant pool of Runner-Ups.
25. Total value of the Major Prize pool is up to AUD \$5,258.00. All incidental costs, taxes or duties will be payable by the winners.

Runner-up Prizes

26. Three (3) Runner-up Prize winners will be selected by a qualified judge (Royal Australian Mint CEO) by Thursday 3 October 2019 from the total pool of Entrants (Australia-wide).
27. The winners of the Runner-up Prizes will be identified on Friday 4 October 2019. Winners will be published on Facebook by Thursday 31 October 2019.
28. Runner-up Prize winners will be required to provide proof of identity/age and proof of purchase from the Royal Australian Mint
29. Total value Second Prize pool is up to AUD \$45.00.

Consolation Entrants

30. In addition to the three (3) Runners-Up, up to three (3) eligible Entrants will be drawn as consolation options to the Runner-up Prizes (Consolation Entrants). Consolation Entrants will not win any prizes or be published, and are being drawn in case the major prize winner and/or Runner-up winners are deemed to be ineligible in accordance with clause 11-18.

Adjudication of Prizes

31. The adjudication of photo entries will take place at the Promoter's address, the Royal Australian Mint, Denison Street Deakin A.C.T 2600 between Monday 30 September 2019 and Thursday 3 October 2019.

32. The Entrant that wins the Major Prize will be notified in writing via the Royal Australian Mint's Facebook page on Friday 4 October 2019. The name of the Major Prize winner will be published online on the [Royal Australian Mint website](#) and [Facebook page](#). By Thursday 31 October 2019.
33. If a prize remains unclaimed by Tuesday 15 October 2019; an Entrant will be chosen from the pool of Consolation Entrants on Friday 18 October 2019 to determine the winner of that prize.

Entries and Intellectual Property

34. All claims and entries become the property of the Promoter.
35. An entry, any copyright or other intellectual property rights, subsisting of an entry irrevocably becomes, at time of entry, the property of the Promoter.

Responsibility and Liability of the Promoter

36. The Promoter accepts no responsibility for loss, late, stolen or misdirected entries.
37. Unless expressly stated within these Terms and Conditions, or as otherwise provided by the Promoter all expenses are the responsibility of the Entrants.
38. The Promoter is not liable to any Entrant that does not receive an email, notice or read a Facebook notification, cannot access a webpage or submit their details due to technical difficulties or any other reason.
39. The Promoter is not responsible in any manner whatsoever for any problems or any financial costs incurred, or any combination thereof, including any injury or damage to participants or any other persons related to or resulting from participation in this Competition.
40. The Promoter will not be liable for any loss or damage suffered (including but not limited to direct or consequential loss) or for any personal injury suffered or sustained as a result of receiving, taking or using any prizes, except for any liability which cannot be excluded by law. The Promoter's liability in all cases will be limited to the value of the relevant prizes.
41. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Competition, the website(s), the information on the competition website, or to otherwise undermine the legitimate operation of the Competition may be a violation of criminal and civil laws. Should an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for these losses, damages and costs.

Variation and cancellation

42. No responsibility or liability is accepted for any variation to the prizes. In the event that any prize is unavailable, the Promoter reserves the right to substitute a different prize of equal or greater value subject to any written directions from the various state authorities.
43. Subject to the relevant authority approval, if required, the Promoter reserves the right to modify the terms and conditions of this Competition at any time.
44. Subject to the relevant authority approval, if required, the Promoter reserves the right to vary the Prize with a prize of equal or greater value.
45. Subject to the relevant authority approval, if required, the Promoter reserves the right, in its absolute discretion, at any time before the awarding of the prizes to cancel the Competition

or to vary or cancel the award of a prize including, without limitation, circumstances where in the Promoter's opinion (which it shall form in its absolute discretion):

- a. a winner does not satisfy the Competition entry requirements; or
 - b. the Promoter cannot conduct the Competition or award the prizes for any reason beyond its control.
46. Subject to relevant authority approval, if required, if the Promoter cancels the Competition or varies or withdraws a prize it shall not:
- a. be liable to any person for any loss or damage (including loss or damage caused by any negligence) arising out of, or in connection with, such cancellation, variation or withdrawal; and
 - b. be required to conduct the Competition at any other time.

Privacy statement

47. The Promoter will collect the winning Entrants' personal information to conduct the Competition. If the information requested is not provided, the Entrant will forfeit their opportunity to claim a prize. The promoter is bound by the Privacy Act 1988M (Cth).
48. As a condition of entry into the Competition, an Entrant consents to, in the event they are the winner or not, the Promoter using the Entrant's name, likeness, and image (including photograph/film) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Competition. The Entrant agrees that, in the event they are the winner, the Entrant will participate in all reasonable promotional activities in relation to the Competition as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
49. The Promoters full privacy policy is available at <https://www.ramint.gov.au/privacy-policy>