## **Competition Terms and Conditions**



<b>Competition Details</b>	
Name of Competition	Counting on U
Eligible Entrants	Entry is open to all participants of the Deakin University's Business School's Counting on U program, who complete all survey requirements. Participants include eligible business advisors and their small-medium enterprise (SME) clients.  For business advisors enrolled in the research component of Counting on U, they must complete all three online surveys. For Business Advisors not enrolled in the research arm, they need to complete both two online surveys. The SME clients need to complete all three online surveys.
	Employees of Deakin and their immediate family members are not eligible to enter.
Competition Period	The competition commences at 9.00 am AEST on 01/02/2021 and closes at 11.59 pm AEST on 01/09/2022.
How to Enter	<ol> <li>Business advisors must complete the online surveys as required (see above).</li> <li>SMEs must complete all three surveys</li> <li>Be an Australian resident.</li> <li>Eligible participants will be informed of the requirements to enter the competition via email and the Plain Language Statement. Those who meet the eligibility criteria will automatically be entered into the competition via Counting on U's Qualtrics website (where the online surveys are stored) housed through Deakin University. The participants unique ID will be used in the drawer and the winner's corresponding name and email address will be retrieved from either Counting on U's records or from Mentally Well Workplaces.</li> <li>There is no charge to enter this competition.</li> <li>Entrants may only register once for this competition.</li> </ol>
Selection of Winners	Winners will be determined at Deakin University Burwood on 2/09/2022 at 1:00 PM.  Winners will be randomly selected from valid entries. Each unique ID will be allocated a random number (using RAND function in excel) and the unque ID with the smallest number will be the winner.
The Prize/s	One prize will be awarded to the winner of the draw. They will receive a \$6000 travel gift voucher to select an Australian holiday of their choice from <a href="https://www.pht.com.au/">https://www.pht.com.au/</a> The voucher is valid for 3 years from the date of purchase.
Notification of Winners	The winner will be notified by email.  The name of the winner will also be published on-line on the Counting on U website. <a href="https://blogs.deakin.edu.au/counting-on-u/">https://blogs.deakin.edu.au/counting-on-u/</a>

<b>Competition Details</b>	
Delivery of Prizes	The Counting on U team from Deakin Unversity will send the winner their gift voucher for Inspiring Vacations via email.  Deakin Unversity will not be liable for any loss or damage to the prize when it is in the possession of the internet provider.

## **Terms and Conditions**

- 1 The competition is being run by Deakin University (ABN 56 721 584 203) (CRICOS Provider Code: 00113B) (Deakin).
- 2 The competition details above and any promotional materials for the competition form part of these Terms and Conditions (T&C's).
- 3 By submitting an entry, entrants agree to be bound by these T&C's and entries must comply with the T&C's to be valid.
- 4 Deakin accepts no responsibility for incomplete, late, lost or misdirected entries.
- 5 If a winner does not claim the prize within 10 days of Deakin attempting to notify them they will forfeit the prize and Deakin may conduct a re-draw for that prize.
- 6 Prizes are not transferrable and are not redeemable for an alternative prize.
- 7 Deakin's decisions on all aspects of this competition are final and binding and no correspondence will be entered into.
- 8 Deakin accepts no responsibility and will not be liable to any extent for any accident, loss, injury or damage to any individual or property arising out of or in connection with the competition or the prizes, whether during or after the competition.
- 9 Personal information provided to Deakin by entrants will be used to conduct the competition, notify the winners and, where relevant, to publish the winners' names. You are not required to provide the information requested, however, if the information is not provided, Deakin may not be able to register you for the competition.
- Deakin manages personal information, including requests by individuals for access to their personal information, in accordance with the *Privacy and Data Protection Act 2014* (Vic). Deakin's Privacy Policy is available from the Policy Library. For further information regarding your personal information please contact us on (03) 5227 8524 or by email to <a href="mailto:DeakinPrivacy@deakin.edu.au">DeakinPrivacy@deakin.edu.au</a>
- 11 This competition is governed by the laws in force in the State of Victoria.
- 12 Deakin reserves the right to cancel, delay or modify the competition or amend these T&C's at any time.
- 13 Phil Hoffman Travel's Terms & Conditions:
  - Voucher must be presented on initial contact with Phil Hoffmann Travel (PHT).
  - PHT reserve the right to make changes without notice.
  - Voucher only valid on new bookings.
  - Minimum spend may apply.
  - Credit card charges and PHT Schedule of Professionalism applies.
  - Voucher not be used for currency or traveller's cheques.
  - Voucher is covered by PHT's Peace of Mind Policy:
    - PHT Peace of Mind Cover is free for all Phil Hoffmann Travel clients. We want your holiday arrangements to be as stress free as possible, that's why we are offering FREE Phil Hoffmann Travel cancellation and change fees should COVID-19 impact your travel arrangements in any way.\*
    - \*Please note, does not include 3rd party fees and after hours fees. For new bookings only.
  - All other terms and conditions are subject to travel provider's voucher terms at time of purchase.



## schedule of professionalism

Phil Hoffmann Travel is ATAS accredited and a member of AFTA. The professional services of the consultants are as indicated and are brought to your attention to advise the important charges now implemented within the travel industry.

Itinerary Planning Deposit			
This deposit will be credited towards your Reservation Deposit when a booking is made.			\$100* per person
Reservation Deposit (non refundable)			
In addition to deposits required by airlines, wholesalers and operators.		Domestic International	\$200* per booking \$400* per booking
Cancellations			
In addition to third party supplier fees, including Phil Hoffmann Travel Group Division, Phil Hoffmann Travel will charge a fee for services rendered of your reservation deposit plus 10% of monies paid over and above the reservation deposit for cancellations either by the client or the supplier. * Refer to T's&C's	Phil Hoffmann Travel fee for service		Phil Hoffmann Travel will retain the reservation deposit + 10% of monies paid
Credit Card Fee			
	Debit Card Visa/Mastercard American Express		0.5% 1% 1.7%
Additional Services			
Ticketing fees for all other services will apply. Please ask your consultant for further details. In addition to fees charged by the operator.	Wedding/Gift Registry fee Domestic economy class air/bus/train tickets Trans Tasman Online supplier Airline online check-in and boarding pass fee		1% from \$22* pp per sector from \$55* pp per sector from \$55* pp from \$55* per booking
Amendments			
Name changes and voluntary date and schedule changes will incur a Phil Hoffmann Travel service fee in addition to any supplier fees charged.			\$100* per person
Frequent Flyer Redemptions Service Fee			
Applies where Phil Hoffmann Travel processes points on behalf of clients. Plus applicable air taxes.	Domestic Economy International Economy International Business/1st Round the World	Point to Point Point to Point from from	\$55* per ticket \$110* per ticket \$220* per ticket \$220* per ticket
Visa/entry Permits			
The fee for this service is in addition to any consulate fee, money orders or bank cheques that also may be applicable. This service is subject to the ability to meet consulate requirements.	For bookings made with Phil Hoffmann Travel		\$122* Standard Fee. Prices are per person per consulate
It is the responsibility of clients to ensure that appropriate visas are obtained for travel. Your Phil Hoffmann Travel consultant can assist you with this process.	For bookings made with Phil Hoffmann Travel for India, Brazil, Russia and China When no booking made with Phil Hoffmann Travel		\$155* standard fee. Prices are per person per consulate
			\$177* standard fee. Prices are per person per consulate
	When no booking made with Phil Hoffmann Travel for India, Brazil, Russia and China		\$210* standard fee. Prices are per person per consulate
Electronic Visa's			
USA Travellers: All Australian passport holders travelling on the visa waiver program are required to obtain an electronic travel authorisation prior to boarding an aircraft or ship to the USA. This authorisation can only be obtained on line on the ESTA (Electronic System for Travel Authorization) website at https://esta.cbp.dhs.gov by completing an on-line application. Your Phil Hoffmann Travel consultant can assist you for a fee.		evisa processing service fee	\$55. Prices are per person per consulate
Canada Travellers: It is compulsory for all Australian passport holders travelling to Canada to obtain an electronic travel authorisation prior to boarding an aircraft or ship to Canada. This authorisation can only be obtained on line on the official ETA website by typing http://www.cic.gc.ca/english/visit/eta.asp			
Travellers to the USA and Canada who have been convicted of drink driving charges and/or hold are advised to apply for their visa and not use the visa waiver program.  Applications should be submitted no less that 72 hours prior to travel. Please note it is the respon apply for this authorisation. Please refer to the website for further information.			
Insurance Claim Documentation Support Fee			
Charged for any information necessary inc for insurance purposes, if/when insurance is not taken with Phil Hoffmann Travel.			\$110* per search
Documentation Delivery			
			Cost incurred subject to location
After Hours Emergency Service			



## schedule of professionalism

These terms and conditions apply to any bookings you make with Phil Hoffmann Travel, including bookings made in-store, over the phone, by email or online via our website.

Responsibility Clause Phil Hoffmann Travel acts as agent on behalf of third party suppliers, including accommodation providers, airlines, cruiselines, rail operators and wholesalers. As a member of ATAS, AFTA and as an associate member of Helloworld we arrange and coordinate your travel arrangements on your behalf through reputable third party suppliers. We arrange travel contracts between yourself and the third party supplier. We recommend you read and understand the terms and conditions of each of the third party suppliers we have arranged travel for you through. We can provide you with a copy upon request.

All services, coupons, receipts and tickets are reserved and issued subject to the terms and conditions specified by our third party suppliers (Refer individual brochures and/or websites). Phil Hoffmann Travel may receive commissions, fees, gifts or financial incentives from third party suppliers in relation to your booking.

You acknowledge that we are acting as agent only and that we do not provide travel services and have no control over, or liability for, the services provided by third parties. Your legal rights in connection with the provision of travel services are against the third party supplier and not against Phil Hoffmann Travel.

To the maximum extent permitted by law, neither Phil Hoffmann Travel nor any subsidiary or group company or representative shall be liable for any inconvenience, delay, loss, death, injury or damage to you or your belongings or otherwise caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party suppliers, force majeure or any other event which is beyond our control. Such events may include but are not limited to: government travel restrictions, epidemic, quarantine, pandemic or health concerns of any nature, actual or threatened war, riot, civil strife, terrorist activity, industrial disputes, natural and/or nuclear disasters, adverse weather conditions, fire or the change in law or administration of any law in Australia or any jurisdiction or territory relevant to the booking contract. This clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Australian Consumer Law.

Insolvency: Phil Hoffmann Travel is not liable for any inconvenience, delay, loss, death, injury or damage to you or your belongings as a result of any third party supplier/s or operator becoming bankrupt, insolvent or ceasing to provide services.

Your Responsibility Prior to confirming your booking with Phil Hoffmann Travel, you agree to:

 Read all third party suppliers terms & conditions.
 Check that your booking has your correct names as per your passports and correct dates of birth have been advised to your travel consultant.
 Check that your passport has 6 months validity remaining, upon your intended return date to Australia.

**No Show** If you have a booking for a Travel Product (including flights and accommodation) but you do not show up to check-in or otherwise do not avail yourself of such Travel Product, you will not be entitled to any refund from Phil Hoffmann Travel

Passports & Visas Phil Hoffmann Travel can provide general information upon request on passport and visa requirements including transit visa requirements, but it is your responsibility to ensure you comply with these regulations before travelling. All relevant costs include GST.

**Bookings** Reservation Deposit: The Reservations Deposit is payable at the time the reservation is requested and is in addition to any deposits charged by the tour operator/airline or other third party supplier. The Reservation Deposit is non-refundable BUT if you proceed with the booking the amount of the Reservation Deposit will be credited against the final amount payable.

Price All prices on our website are subject to availability at the time of booking and can be withdrawn or varied without notice. Reasons for price variations may include factors outside of our control such as adverse currency fluctuations, fuel surcharges, airfare and tax variations. The price is only confirmed once your booking has been paid for in full by you before the advised payment due date. Please contact your consultant for confirmation of the price at the time you are paying in full for your travel. Port, service and government taxes are subject to change up until time of departure. There may also be a local taxes charged at some airports upon departure and at some hotels dependent on countries visited. Payments via credit card will attract surcharges. You authorise us to charge all fees incurred by you in relation to the services provided to the credit card or debit card designated by you. If payment is not received from the card issuer or its agents for any reason, you agree to pay us all amounts due immediately on demand. Due to the nature of the travel industry and dynamic pricing, prices in some cases may reduce after the time of deposit payment. Phil Hoffmann Travel have no control or advance notice when this occurs. Please be aware that at the time you confirm your reservation and by paying your deposit you are also confirming and agreeing to the best price and inclusions available at the time of reservation. Cheque & Electronic Payments: Personal, bank, company cheques or electronic payments are accepted however take at least 3-10 working days to clear. Should a payment be provided without the relevant clearance period, penalties may apply. Additional airline charges: some third party suppliers may also charge additional fees for checked baggage, in-flight food, drinks and seat reservations. Full details can be provided at the time you make your reservation, Phil Hoffmann Travel takes no responsibility for changes in services offered by third party suppliers.

Frequent Flyer Please ensure you have entered your frequent flyer membership details on the Phil Hoffmann Travel booking form for the inclusion in your booking. Please advise your travel consultant if you are wishing to gain points for your reservation. We cannot guarantee that the supplier/airline will credit your account with membership points.

**Cancellation** In addition to supplier and third party fees, upon cancellation, the Reservation Deposit is forfeited in addition to 10% of further monies paid.

Should your holiday be cancelled outside of your control, with alternative dates not offered, Phil Hoffmann Travel cancellation fees will be held on file as a credit for use within 24 months less a processing service fee of \$200 per booking for domestic bookings or \$400 per booking for international bookings.

Unutilised funds held on file for 24 months, will be deemed as cancellation of a booking.

If you choose a refund, Phil Hoffmann Travel will process your refund after the funds are received from the third party supplier/s. In the event of third party supplier/s cancellation of your booking, Phil Hoffmann Travel will not process the refund unless we receive the refund from the third party supplier/s.

Refunds can take up to 12 weeks and beyond to process, Phil Hoffmann Travel will assist in this process however does not take any responsibility for the length of time taken by the third party suppliers.

Travel cancellations due to government restrictions may impact your rights under the consumer guarantee provisions of the Australian Consumer Law. In some cases, a third party supplier may offer a credit note or a voucher which should have an expiration date which is long enough to allow you to use the credit note or voucher. If a supplier has offered a credit, then Phil Hoffmann Travel will continue to act as the booking agent.

Should your travel plans be cancelled or postponed outside of your or Phil Hoffmann Travels control, refunds and/or credits/vouchers will be determined by the third party supplier/s.

Phil Hoffmann Travel reserves the right to cancel your booking in the event we have reasonable grounds to believe it is fraudulent.

**Travel Insurance** In many cases, cancellation costs may be claimed against your insurance policy and, accordingly, travel insurance is strongly recommended. A recommended travel insurance policy will be included in your quotation. If you choose not to affect our travel insurance, we will ask you to sign an indemnity declaration. Travel insurance provides cover when the premium is paid and the policy issued, and so should be taken out as soon as a deposit is paid.

Special Requests Special requests such as airline seating, meals, non-smoking rooms, bedding configuration, specific room requests in hotels and cruise cabin location, are at the discretion of the third party supplier or operator. Whilst Phil Hoffmann Travel will do our utmost to notify the third party suppliers or operators of your special needs there is no guarantee these will be accommodated.

**Health** We recommend that you consult with your local doctor or travel medical clinic prior to commencing your travel to ensure you are aware of any health requirements and recommended precautions relevant to the countries you are travelling to. It is your responsibility to ensure that you carry all necessary vaccination documentation with you as failure to present required vaccination documents may result in your denied entry to a country.

Authority: In the event that an accident, disaster or emergency is reported to have occurred in a country where I/we will or may be travelling. I/we authorise you to disclose to the Australian Government Department of Foreign Affairs and Trade details of my/our itinerary (including without limitation, transport and accommodation arrangements) and my/our contact details within Australia and overseas. Please refer to www.smartraveller.gov.au for the important Top 10 Safe Travel Tips or refer to leaflet included in your final travel documentation. Other important informational websites are www.dfat.gov.au & www. tsa.gov/index.shtm

**Privacy:** The information collected on this booking form is required to ensure accuracy of reservations made on your behalf. Phil Hoffmann Travel will provide relevant information to external suppliers such as hotels, tour companies, foreign consulates, etc. as required for your booking. Full details of the Phil Hoffmann Travel Privacy Policy are available on www.pht.com.au

These terms and conditions are governed by the laws of South Australia and each party submits to the jurisdiction of the courts of South Australia.

Effective 20th August 2020