

Kokomo Cruises Whale Watching Cruise Tickets Giveaway Terms and Conditions

1. The Promoter

The promoter is Australia for Dolphins Limited, trading as Action for Dolphins, ABN 61 160 942 174, of 17/31 Queen Street, Melbourne VIC 3000 (**Promoter**).

The contact for the Promoter is actionfordolphins@afd.org.au or 0427 399 056.

The Promoter is a registered charity. No permit is required for this promotion in any Australian state or territory.

2. Information on how to enter and the prize form part of these terms

Information on how to enter and details of the prize published by the Promoter form part of these Terms and Conditions (**Terms**). By entering, entrants accept these Terms.

3. Promotion period

The promotion commences at 9:00 AEST on 16/05/2026 and closes at 9:00 AEST on 12/06/2026 (**Promotion Period**). Entries received outside the Promotion Period will not be accepted.

4. Eligibility

4.1 Entry is open only to natural persons who, at the time of entry, are residents of Australia and are aged 18 years or over.

4.2 The following persons are not eligible to enter: employees, officers, contractors and directors of the Promoter, of Kokomo Cruises, and of any agencies associated with this promotion, and their immediate families (spouse, de facto partner, parent, child or sibling).

4.3 The Promoter may, at any time, require an entrant to produce evidence of identity, age and residence to the Promoter's reasonable satisfaction in order to claim the prize. Failure to provide such evidence may result in forfeiture of the prize.

5. How to enter

5.1 To enter, eligible entrants must, during the Promotion Period, complete and submit the online entry form on the Promoter's website via the following form:

<https://www.afd.org.au/whale-cruise-giveaway/>

5.2 Entry is free.

5.3 There is a limit of one entry per person. Any entrant who submits more than one entry will have all entries after the first declared invalid, at the Promoter's discretion.

5.4 Incomplete, indecipherable, inaudible or illegible entries, or entries that otherwise do not comply with these Terms, will be deemed invalid.

5.5 Entries are deemed to be received at the time of receipt by the Promoter, not at the time of transmission by the entrant. The Promoter accepts no responsibility for entries that are lost, delayed, misdirected or not received for any reason, or for any error in the entrant's contact details supplied on the entry form.

6. The prize

6.1 There is one prize: three tickets to a Kokomo Cruises Whale Watching Gold Coast Cruise (approximately 2.5 hours), as described at <https://kokomocruises.com.au/whale-watching/>. The total retail value of the prize is A\$264 (inc. GST).

6.2 All other costs and expenses associated with redeeming or using the prize, including (without limitation) travel to and from the departure port, accommodation, meals, beverages, transfers, insurance, incidentals and spending money, are the sole responsibility of the winner and any guests.

6.3 The prize tickets have no expiry date. Entrants acknowledge that Komoko Cruises operates the Whale Watching Gold Coast Cruise on a seasonal basis and that bookings are subject to Kokomo Cruises' season dates, operating schedule, vessel availability and booking terms.

6.4 The prize is not transferable, not exchangeable and not redeemable for cash or any other form of credit. The prize cannot be changed or substituted by the winner.

6.5 If for any reason any part of the prize is unavailable, the Promoter reserves the right (subject to any written directions issued under applicable law) to substitute the prize with a prize of equal or greater value.

6.6 The winner is responsible for ensuring that all guests using the prize tickets comply with Kokomo Cruises' terms and conditions.

7. The draw

7.1 The promotion is a game of chance. The winner will be determined by a random electronic draw conducted at 12:00 AEST on 12/06/2026.

7.2 The first valid entry drawn will be the winner, subject to verification of eligibility under clause 4. The Promoter's decision in relation to any aspect of the promotion is final.

8. Notification, publication and forfeiture

8.1 The winner will be notified by email to the address provided on the entry form.

8.2 The winner must claim the prize within one month of being notified by the Promoter.

8.3 If the winner cannot be contacted, does not respond, is found to be ineligible, or does not claim the prize within the period in clause 8.2, the winner forfeits all rights to the prize and a redraw will be conducted on 13/07/2026 at 12:00 AEST. Clauses 7 and 8 apply to any redraw.

9. Liability

9.1 To the maximum extent permitted by law, the Promoter (including its officers, employees, contractors and agents) is not liable for any loss, damage, personal injury, illness or death suffered or sustained as a result of, or in connection with, this promotion, accepting the prize, or using or participating in the cruise, except for any liability that cannot be excluded by law (including under the Australian Consumer Law).

9.2 Nothing in these Terms limits, excludes or modifies any consumer guarantees, rights or remedies that apply under the *Competition and Consumer Act 2010* (Cth) or any other law that cannot lawfully be limited, excluded or modified.

9.3 The Promoter is not responsible for any tax implications arising from the winner's acceptance of the prize. The winner should seek independent financial advice.

9.4 The Promoter is not responsible for any act, omission, default or failure of Kokomo Cruises or any third party associated with the supply of the prize.

10. General

10.1 The Promoter reserves the right, in its sole discretion and subject to applicable laws, to disqualify any entrant who tampers with the entry process, submits an entry that is not in accordance with these Terms, or engages in conduct that is fraudulent, misleading, deceptive, or otherwise damaging to the goodwill or reputation of the Promoter.

10.2 The Promoter reserves the right, subject to any written directions issued under applicable law, to amend, suspend or cancel this promotion at any time.

10.3 If for any reason this promotion is not capable of running as planned for reasons beyond the reasonable control of the Promoter, the Promoter reserves the right (subject to applicable law) to cancel, terminate, modify or suspend the promotion.

10.4 If any provision of these Terms is held to be invalid, illegal or unenforceable, that provision is to be read down to the minimum extent necessary, or severed, and the remaining provisions continue in full force and effect.

11. Privacy

11.1 The Promoter handles personal information in accordance with its Privacy Policy, available at <https://www.afd.org.au/privacy-policy/>. The Privacy Policy explains how the Promoter will handle entrants personal information, how entrants may access or seek correction of their personal information and how to make a privacy-related complaint.

11.2 With the entrant's express opt-in consent (provided by ticking the relevant box on the entry form), the Promoter will also use the entrant's personal information to send the entrant marketing communications about Action for Dolphins. Entrants may withdraw this consent at any time by following the unsubscribe instructions in any marketing email or by contacting the Promoter.

12. Governing law

These Terms are governed by the laws of Victoria, Australia. Entrants submit to the non-exclusive jurisdiction of the courts of Victoria.