

**Terms & Conditions**  
**50% off Exmouth, Coral Bay & Carnarvon Tours and Experiences**

1. The Promoter is the **WESTERN AUSTRALIAN TOURISM COMMISSION** a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668 ("**Promoter**").
2. The Promoter's contractors are:
  - a. **SQT PARTNERS PTY LTD** t/as **The Tourism Group - Western Australia Visitor Centre** (ABN 18 097 447 302) at Perth Train Station, Shop 1/378 Wellington Street, Perth WA 6000 ("**WAVC**")
  - b. **SHIRE OF EXMOUTH** t/as **Ningaloo Centre (NVC)** (ABN 32 865 822 043) at 2 Truscott Cres, Exmouth
  - c. **SHIRE OF CARNARVON (CVC)** (ABN 89 534 312 469) at 21 Robinson Street, Carnarvon

Together the "**Visitor Information Centre**".

3. A reference to the Promoter includes its officers, employees, agents and contractors.
4. The Promoter is running a Ningaloo Adventure Vouchers incentive program offering a 50% off discount redeemable with Visitor centre contracted tour and experience operators ("**Promotion**"). Successful Entrants will be able to redeem a 50% off discount, up to a maximum discount value of AUD \$500.00. ("**Discount**" or "**Discount Code**").
5. By submitting an entry to this Promotion, the Entrant is deemed to accept these Terms and Conditions.
6. Entry is open to any Entrant aged 18 years and over.
7. Individuals who are officers or employees of the Promoter, the Promoter's contractors and agents, including the Visitor Information Centre are not eligible to redeem the Discount. Any bookings found to be made by such individuals will be cancelled.
8. Individuals who are officers or employees of the Tourism Product(s) associated with this Promotion are not eligible to redeem the Discount within their Tourism Product(s) business. Any bookings found to be made by such individuals will be cancelled.
9. Tourism Product(s) cannot be purchased for commercial on-sale.

## **Terms & Conditions**

### **50% off Exmouth, Coral Bay & Carnarvon Tours and Experiences**

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10. The Promotion commences at 9:00AM Australian Western Standard Time (AWST) on 5 May 2026 to 11:59PM (AWST) on 30 June 2026 or until all available Discounts have been claimed (“**Promotional Period**”).
11. To participate, Entrants must, during the Promotional Period:
  - a) Complete the registration form including supplying a valid email address on the Visitor Information Centre campaign pages; and
  - b) Receive a 50% off Discount Code by email from the Visitor Information Centre to be redeemable on the Visitor Information Centre website on eligible Tourism Product(s) either in person, online or via telephone at the time of booking the Tourism Product(s).
12. Successful Entrants are required to follow the instructions detailed in the email and present the 50% off Discount Code (in digital or physical form) in accordance with the instructions to the Visitor Information Centre either in person, online or via telephone at the time of booking the Tourism Product(s).
13. Neither the Promoter nor the participating Visitor Information Centre will be responsible for any consequential loss or become liable to provide any replacement for a Discount, if an Entrant fails to accurately complete the instructions required to redeem the Discount.
14. Any failure by an Entrant to complete the necessary steps may result in the unavailability of Discount for the Entrant, including in the case where all Discounts have been issued.
15. Each successful Entrant will receive a Discount Code, up to the maximum value of AUD \$500.00 redeemable on a Tourism Product(s) booking, to be made through the participating Visitor Information Centre either in person, online or by phone using a valid email address from 5 May 2026 to 30 June 2026 (“**Booking Period**”) and entering or mentioning the campaign promo code.
16. The Discount is applicable to new bookings only and cannot be applied to bookings made outside the Booking Period. Changes to existing bookings of Tourism Product(s) will be subject to the Tourism Product(s) providers Terms and conditions.
17. Each Entrant agrees that a Discount:
  - a) must be booked, paid and redeemed on Tourism Product(s) within the Booking Period, with the Tourism Product(s) to be booked between 5 May 2026 to 30 June

## **Terms & Conditions**

### **50% off Exmouth, Coral Bay & Carnarvon Tours and Experiences**

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- 2026 and travelled by 30 November 2026 (“**Travel Period**”) Travel dates are subject to individual Tourism Product(s) discretion and availability;
- b) cannot be redeemed directly with the Tourism Product(s) provider and can only be redeemed at the participating Visitor Information Centre either in person, by phone or online;
  - c) cannot be redeemed on hire vehicle, point-to-point transport providers (unless there is a guided element or it is packaged with an experience or tour); farmers markets, markets, retail precincts, some charter services (air, coach small charter vehicle, car, van charter, motor home hire and short terms leisure equipment hire (unless there is a guided element), accommodation (hotels, holiday parks, station stays, caravan parks or holiday homes), events, festivals, restaurants, cafes, food outlets, national park entry fees or food and beverage products (unless it includes guided commentary or part of a group experience);
  - d) is exclusive of any additional costs and liabilities incurred beyond the value of the Discount (used in accordance with the conditions of use) or incurred after the Discount has been redeemed;
  - e) must result in the use of the value Discount in a single transaction when redeeming. No ‘change’ or ‘credit’ will remain for use at a later date or on a subsequent booking;
  - f) is personal, non-refundable and not transferable, exchangeable or redeemable for cash;
  - g) may be subject to terms and conditions of the Tourism Product(s) providers, including where the Entrant is required to agree to those terms and conditions at the time of redeeming the Discount;
  - h) is subject to a maximum discount amount of AUD \$500.00.
  - i) may require the Entrant to provide proof of identity if requested by the Promoter, the participating Visitor Information Centre or the Tourism Product(s) provider;
  - j) cannot be used to pay any cancellation or fees incurred for cancelling or changing any booking; and
  - k) is subject to the availability of individual Tourism Product(s) and the associated Maximum Booking Cap of \$10,000 (including GST).
18. If the Tourism Product(s) provider cancels a booking made by the Entrant and no suitable alternative date is available or cannot be agreed, the Entrant may request that the value of the Discount applied to that Tourism Product(s), be revalidated by the Visitor

**Terms & Conditions**  
**50% off Exmouth, Coral Bay & Carnarvon Tours and Experiences**

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Information Centre and applied to an alternative Tourism Product(s) within the Booking Period.

19. Amendments and cancellations made by the Entrant to the Tourism Product(s) booked may be subject to fees.
20. The Promoter reserves the right to verify by any means which the Promoter considers necessary the identity of any Entrant and to satisfy itself that the Entrant has fulfilled these Terms and Conditions. The Entrant must co-operate fully with the Promoter in any verification process.
21. If an Entrant breaches any of these Terms and Conditions, acts unlawfully, tampers or attempts to tamper with the Promotion, jeopardises the fair and proper conduct of the Promotion, or acts unlawfully, improperly or unethically (each in the Promoter's sole opinion), the Promoter reserves the right to disqualify the entry and Discount will be forfeited.
22. The Promoter's decision is at the full discretion of the Promoter and is final and binding. No correspondence will be entered into. No Entrant shall have, bring or assert any legal or equitable right under or in connection with the Promotion or these Terms and Conditions, including anything done, attempted, not done or not attempted by the Promoter under or in connection therewith. In that regard, neither the Promotion, nor these Terms and Conditions, nor anything done, attempted, not done or not attempted by the Promoter under or in connection therewith shall be justiciable. The preceding provisions of this clause 21 apply even if the Promoter, through its negligence, has caused the Entrant any sort of loss.
23. The Promoter may suspend, vary or cancel the Promotion at any time.
24. If the Promotion is being conducted electronically:
  - a) the time of entry will in each case be the time the online entry is received by the Visitor Information Centre database. The Promoter accepts no liability, in negligence or howsoever, for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason;
  - b) any costs associated with accessing the Promotional website are the Entrant's responsibility and may depend on the Entrant's usage plan; and

**Terms & Conditions**  
**50% off Exmouth, Coral Bay & Carnarvon Tours and Experiences**

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- c) the Entrant must not submit an entry which includes any computer virus or other harmful computer software.
  - d) the Entrant must not tamper with the entry mechanism, use scripting or an application code to submit multiple entries or manipulate the participation process or the entry mechanism adopted by the Promoter and/or Visitor Information Centre.
25. The Promoter reserves the right to contact any Entrant in connection with future promotions. If an Entrant does not want this to occur, the Entrant may in accordance with the Promoter's Privacy Policy, unsubscribe from the mailing list at the time of receiving any promotional material.
26. All entries become the property of the Promoter.
27. The Promoter collects personal information in order to conduct the Promotion and may disclose such information to third parties, including, but not limited to:
- a. the Visitor Information Centre for the purpose of facilitating the redemption of the Discount; and
  - b. for future promotional, marketing and publicity purposes. Entrants should direct any written request to access, update or correct personal information to the Promoter.
28. To the fullest extent permitted at law all implied terms and conditions are excluded from these Terms and Conditions.
29. To the fullest extent permitted at law, each Entrant releases the Promoter from any and all liability (in contract, equity, negligence, or howsoever) for costs, damages, expenses, and losses which any Entrant may suffer or incur as a result of the Promoter's action or inaction arising out of or in connection with the Promotion or these Terms and Conditions. The Entrant agrees not to bring or assert any claim, proceeding or cause of action against the Promoter, accordingly. The Entrant shall indemnify the Promoter from any and all losses, costs and expenses sustained by the Promoter on account of the Entrant breaching this clause 28 or any other provision of these Terms and Conditions.
30. Without limiting clause 29, in no circumstances is the Promoter liable (in negligence or howsoever) to any Entrant for any indirect or consequential losses, including but not limited to loss of opportunity (including business opportunity), savings, revenue or profit.

## **Terms & Conditions**

### **50% off Exmouth, Coral Bay & Carnarvon Tours and Experiences**

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31. Without limiting either or both of clauses 29 and 30 the Promoter is not liable (in negligence or howsoever) to the Entrant for the acts or omissions of third parties (including any parties for whom the Promoter is or may be vicariously liable).
32. These Terms and Conditions are governed by the laws of Western Australia irrespective of the place of residence of any Entrant.
33. In these Terms and Conditions, unless the context otherwise requires-

**Booking Period** means 9:00AM Australian Western Standard Time (AWST) on 5 May 2026 to 11:59PM (AWST) on 30 June 2026.

**Entrant** means someone who participates by submitting an Entry in the Promotion.

**Entry** means the submission of a validly completed and verified booking during the Promotional Period, and where approved, completion by the Entrant of all necessary actions to receive a 50% off Discount.

**Maximum Booking Cap** means the maximum allocation of bookings available at each Tourism Product(s) provider for bookings using a 50% off Discount as part of the Promotion.

**Promoter** means the Western Australian Tourism Commission a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of 1 William Street, Perth, Western Australia, 6000, ABN 95 468 665 668.

**Promoter's Privacy Policy** means the privacy policy accessible at <https://www.westernaustralia.com/au/pages/privacy-policy>

**Promotional Period** means 9:00AM Australian Western Standard Time (AWST) on 5 May 2026 to 11:59PM (AWST) on 30 June 2026.

**Tourism Product(s)** means a bookable product that is either a **Tour** or **Tourism Experience** as defined in these Terms and Conditions.

**Tour** refers to any bookable product, organised excursion with a guide and or commentary bookable via the WAVC. These may vary in duration from less than a day, a day or extended touring that may include; walking, bike, segway, adventure or outdoor tours, coach tours, 4WD tours, aerial tours or aerial activities, marine, cruises, sailing, water, scuba diving or snorkelling tours, marine wildlife interactions and food or beverage tours.

## **Terms & Conditions**

### **50% off Exmouth, Coral Bay & Carnarvon Tours and Experiences**

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**Tourism Experience** means a fixed place of interest, offering a distinct visitor experience to the leisure tourist. For the purpose of the 50% off Discount, tourism experiences are considered to be cultural experiences, specialised tourism food or beverage experiences, observatories, planetariums, zoos, sanctuaries, aquariums, amusement and theme parks, wildlife and animal parks.

**Travel Period** means by 30 November 2026.

**Visitor Information Centre** means either the WAVC, NVC or CVC.

**Discount or Discount Code** means the 50% discount applied by the participating Visitor Information Centre during the booking process to be redeemed by the Entrant