



## GOFISH NAGAMBIE 2021 – RULES AND REGULATIONS OF TOURNAMENT

**Where:** Tournament conducted on the Goulburn River, Nagambie Lakes and surrounds.

Venue hosted at the Nagambie Lakes Regatta Centre, Nagambie, Victoria.

**When:** Thursday 25<sup>th</sup> March – Sunday 28<sup>th</sup> March 2021

### Welcome

Thank you for your interest in entering the GoFish Nagambie (the tournament) freshwater fishing tournament. By entering the tournament, you (the participant/competitor) agree to abide by all rules and regulations stipulated in this document, as determined by GoFish Nagambie Pty Ltd (the event organisers). You acknowledge that the organisers of the tournament reserve the right to decline/reject or cancel entries, add further rules & regulations as required, inspect equipment and fishing techniques and the right to disqualify participants if required in the opinion of the organisers.

## COMPETITION

### Tournament Format & Species

GoFish Nagambie is an environmentally sustainable Catch, Measure, Release Tournament

#### Catch;

- Murray Cod, Golden Perch, Redfin, European Carp\*
- Both bait and lures are permitted for use.

#### • Measure;

- Use a measuring mat or tool to measure your fish, with the verified GoFish scale marker and daily token visible in the picture.
- Fish must be photographed with the participants competition accreditation clearly visible.
- All fish are to be positioned with the head facing to the left for all submissions.
- Enter your photo via the GoFish Catch Manager website.
- We encourage all fish to be measured into the competition as this helps us gather data to support research into river health in the Goulburn. However, only fish that are of minimum legal size will be approved and accepted for each competition category after entering. Information on legal sizes & tips on how to best handle your fish for measuring can be found [here](#).

#### • Release;

- After carefully photographing your catch please humanely release the fish.

Each legal and approved catch and submission counts as a single entry to the tournament, there is no limit as to the amount of fish a participant can submit. ***Fish photographed not using the supplied tournament measuring mat, without the participants accreditation clearly visible, or with fish position head facing to the right in the photo will be disqualified.***

### \*Carp

Carp is a noxious species and should not be released once caught. The catch is still to be measured and logged via the Catch Manager to be eligible for Carp competition categories. Caught Carp must then be brought to one of the tournament Carp Disposal Locations. Disposal locations are noted on the Tournament Map.

### Age Categories

The tournament will include two age categories,

- Junior – ages 5 to 15 years
- Open – 16 years +

Age based on participants age at the time of the tournament.

### Tournament Zone

The tournament zone includes all lakes, backwaters and small creek & estuaries between the Goulburn Weir and approximately 2km south of the Hughes Creek junction. The only exclusion to this is the Tabilk lagoon, which is excluded from the tournament due to its wetlands and wildlife reserve status. The ends of the Tournament Zone will be clearly marked out by signage during the competition. Participants will be provided with a map and detail of the fishing competition area boundaries.



### **Hours of Competition**

Only fish caught within the tournament times are eligible to be submitted into the competition;

- Friday – 7.30am to 5.00pm
- Saturday – 7.30am to 4.00pm
- Sunday – 6.30am to 10.00am

The competition online catch recording system automatically records the time, date and location of the catch. Only the GoFish Nagambie system can be used to submit your catch. If you are unable to submit within the tournament times due to data or signal problems at the time of the catch, you can submit outside of the competition hours and the catch time stamp will include it as a legitimate catch for the tournament. A grace period of one hour post tournament finish will be given for catches to be considered as a legitimate submission for that day's prizes.

### **Capped Entries**

Participant numbers are capped at 5,000 cumulatively across all categories. The number of permissible fishing boats is further capped at 1,000.

### **Fishing Vessels**

Participants can fish from boat (excluding wake boats), Kayak/Canoe/PWC's and from the banks. Boats over 6m in length are not recommended due to the limited water space and the ramps available in the area. Persons other than fully paid participants may be present in a competition vessel; however any action construed as assistance to the paid participant or participants by anyone other than the paid participant or participants by any means whatsoever, including any passengers seen to be fishing without being part of the tournament, will cause disqualification from the tournament for the paid participants in the vessel.

### **Unpermitted Fishing Methods**

- Fish pre-caught & tethered or caught in nets are not permissible and will result in disqualification.
- The use of a Drone to locate fish or structure is strictly prohibited and will result in disqualification.
- Gaffs cannot be used and only fish friendly (knotless) landing nets may be used.
- A maximum of two attended lines are permitted in the water at any one time as per the Victorian Guidelines

### **Dispute Procedure**

The decision of the event organisers is final; no discussion will be entered in to. In the instance that sufficient evidence of fraud or cheating has occurred, the participant in question will be disqualified from the competition.

All catch submissions are assessed by the GoFish team at the point of submission for correct measuring and any duplicate submissions. The GoFish team may alter the measurement lines on a catch submission should the measurement be found to be incorrect. In the case that this has happened, the participant will be notified to ensure full transparency. If a participant wishes to dispute an amendment, they must raise this during venue opening hours with the event organisers.

### **Competition Registration**

Each participant must enter as an individual for the tournament, providing the participant name and other details as required by the event organisers. All entries are required to be submitted through the online purchase platform supported by third party provider, Lup. All entry purchases are also subject to the terms and conditions of purchase of the Lup platform.

### **Refund**

No refunds will be given unless requested by the 1<sup>st</sup> March prior to the conduct of the event and \$50 of the entry fee will be retained for administration.

### **Cancellation/Postponed Policy:**

The DE Group acknowledge and respect your rights arising under the *Competition and Consumer Act 2010* (Cth) or other similar consumer legislation. Subject to the Act, If a DE Group Event is cancelled or postponed the registrant or ticket buyer will be notified via the email address provided at the time of booking. At the time of cancellation the DE Group will assess the date of the cancellation or postponement and the circumstances causing the cancellation or postponement. Under these circumstance we advise:



- (a) for reasons that are beyond its reasonable control, DE may retain the Fee and will not be required to make any refund of the Fee; or
- (b) for reasons other than as set out in this clause, DE will refund the Fee minus any reasonable administration costs (as determined by DE).

#### **COVID-19 POLICY**

Your rights will be protected under *Competition and Consumer Act 2010* (Cth). In the instance that social distancing or mass participation measures do not permit the event to proceed, your rights are protected. The DE Event's Policy for your registration, if the event is not able to held in 2021 due to Government restrictions; participants will have the ability to;

- (a) Transfer your registration to the rescheduled event.
- (b) Receive a Refund minus a small transaction fee to cover third party costs associated with the ticketing process which is non-refundable. These are external fees from online merchants not DE.

#### **Participant Consent**

The participant consents to the publication and/or use in any form of merchandise or media whatsoever of their name, image, voice, results, statements or otherwise, without payment or compensation and agree that they will reasonably expect to receive marketing material, such as e-news and entry forms, from the event organisers.

#### **Liability**

The operators and owners of the tournament and the event and all of their staff & representatives accept no responsibility for any injury, loss, damage of any person or boats, equipment or personal belongings during the competition, whether such injury or loss is due to any act, neglect or default of the organisers, the organiser company GTR Events Pty Ltd or of any official or agent thereof and all competitors fully understand that in so participating, they do so entirely at their own risk.

### **COMPETITION PRIZES AND DRAWS TERMS AND CONDITIONS**

#### **Standard term**

By entering the GoFish Nagambie fishing competition you have agreed to the prizes and draws terms and conditions and your entry is deemed as acceptance of these terms and conditions.

#### **Competition Formats**

The GoFish Nagambie fishing competition will commence Thursday 25<sup>th</sup> March and operate until close of competition on Sunday 28<sup>th</sup> March, 2021. Prizes will be eligible for winning during the conduct of the competition. No entries for the the fishing competition can be submitted outside of these dates and times. Full information on the competition formats, prizes and draw processes will be available on the GoFish website – [www.gofishnagambie.com.au](http://www.gofishnagambie.com.au)

#### **Prize Draw Dates and Times**

Prizes will be announced at the Festival Hub located at the Nagambie Lakes Regatta Centre on the following dates and times (AEST):

- Friday 25<sup>th</sup> March – 7:00pm
- Saturday 26<sup>th</sup> March– 7:00pm
- Sunday 27<sup>th</sup> March– 12:00pm

All overall and Grand Slam categories will be announced during the presentations on Sunday 28<sup>th</sup> March. Cod/Carp O'Clock/Golden Hour prizes will be announced on the day of the session as well as daily draw prizes and daily species prizes. GoFish Nagambie organisers will contact you if you are a winner of a major prize and announce the details of the presentation and your required presence etc. Please note if you have not claimed your prize within 24 hours the organiser reserves the right to redraw the prize and award the prize to another registered competitor who is deemed a runner up. Winners will also be announced via Facebook and Instagram and on the events website.

#### **Prize Collection**

All small prizes are available for collection and take home on the day of the prize draw. Prizes will be held for collection until 3:30pm on Sunday 30<sup>th</sup> March. In the event that a prize cannot be taken home on the day, competitors have two weeks to collect their prize from the GTR Events office, Port Melbourne. Large prizes

such as boats and caravans may be subject to collection from a local dealership or manufacturer which will be decided on a case by case basis and the detail provided to the winner. For cash prizes, money will be deposited to the recipients nominated bank account within 45 days of the tournament closing. Please note participants will be required to provide their tournament accreditation and may be required to show proof of ID when collecting prizes.

### **Prize allocation by Sponsors**

All prizes will be listed on the website and will be displayed in marketing for the event. Please note that the specification and detail of the prizes will be specifically provided by the Sponsor. GoFish Nagambie has no ability to alter prizes or arrange specific requests such as specification or colour. Prizes will be advertised and wherever possible displayed. Competitors should note that sponsors reserve the right to change or alter the specification of prizes based on availability. Competitors will be advised of any changes but will not be able to alter the specification of the prizes once it has been confirmed by the sponsor. Prizes cannot be swapped or changed and the details of delivery where applicable will be provided to the competitor. Please note: The Sponsors reserve exclusive right to determine the final detail and value of the prizes. Any reference in advertising material to prizes is for display purposes only, the competitor should make themselves aware of the precise detail and specification of the prize and will be required to accept the prize offered on the day of the competition or date of the prize draw. Specific terms and conditions are:

1. The Sponsored Product Prizes i.e. Jayco TRAK's are non-refundable and not redeemable for cash. If the Prize is or becomes unavailable, the organiser, in its discretion, reserves the right to substitute all or any part thereof with a product or prize of equal value. All decisions are final, and no correspondence will be entered into.
2. There is one (1) winner for each nominated prize. (the "Winner") for the GoFish Nagambie Competitions. The nominated winner announced by the Organiser is final and no correspondence will be entered into.
3. The Winner will be notified via their entry details including mobile telephone, email address or social media and the organiser will use its best endeavours to contact the winner promptly. If the organiser is unable to contact, you or the winner does not claim the prize within 24 hours of announcement the organiser has the right to announce a new winner.
4. The Organiser will use its best endeavours to contact the Winner three (3) times over a 24 hour period (calculated from the time of the prize draw) via the nominated phone number, email address or social media account. The Winner has 24 hours from the time of the draw to respond to the Organiser. If the Organiser has not received a response by the end of this time the Winner forfeits the Prize in its entirety and the Organiser shall repeat the procedure to select a Winner from the closest entries submitted.
5. In the event that the Winner does not accept the Prize the Organiser shall repeat the procedure to select a Winner from the remaining entries submitted.
6. Entrants consent to the Organiser and Sponsors in their absolute discretion using their name, likeness, image and/or voice in the event they are the Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Organisers and Sponsors.
7. The Organisers decision is final and the Organiser will not enter into correspondence regarding the result.
8. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). However, to the fullest extent permitted by law the Organiser, Sponsors and other organisers (including its respective officers, employees and agents) shall not be liable for any injury, expenses or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way (including negligence) out of the Competition, the Prize or any aspect of the Prize.

9. Entrants accept and acknowledge full responsibility for their decision to enter this Competition and participate in the Prize should they be chosen as the Winner. Except for any liability that cannot be excluded by law each entrant completely releases the Organiser, Sponsors and other organisers (including its respective officers, employees and agents) from all liabilities, loss and damage of any kind arising at any time out of or in connection with the Competition and acceptance of and participation in the Prize.
10. To the extent permitted by law the Organisers, Sponsors and other organisers (including its respective officers, employees and agents) assume no responsibility for any:
  11. interruption, error, omission, deletion, defect, delay in operation or transmission, communications line failure, any theft, destruction, unauthorized access or third-party interference or alteration of entries and reserves the right to take any action that may be available;
  12. technical difficulties or equipment malfunction in relation to the Competition, the Prize or any aspect of the Prize (whether or not under the control of the Organiser, Sponsors and other organisers);
  13. entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser) due to any reason beyond the reasonable control of the Organiser, Sponsors and other organisers;
  14. any variation in prize value to that stated in these Terms and Conditions;
  15. any tax liability incurred by a winner or entrant; or
  16. use/taking of a prize (independent financial advice should be sought as tax implications may arise as a result of accepting the Prize).
  17. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organiser, including but not limited to technical difficulties, unauthorised intervention or fraud, the Organiser reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any entrant; or subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.

#### **Sponsored Major Prize detail and value**

Three Jayco JTRAK TRX Campers each to the value of: \$18,990.00. NB: The JTRAK TRX Campers will be giving away in three separate prizes categories.

Sponsored by Jayco Corporation Pty Ltd ACN 005 266 991 Australia ABN 20 653 279 306.

**JTRAK collection: Winners of the Jayco sponsored prizes will need to collect the JTRAK personally and will be required to have a vehicle capable of towing the JTRAK and connectable to electric brakes. If the winner is under the age of 18 at the time of collecting the JTRAK, they will need to be accompanied by a licensed driver/guardian. The JTRAK detail will be provided to the winner so they can insure it and the winner is responsible for insurance at the time of collection. The JTRAK will be available 45 days post the event for collection or approx. date would be Wednesday 12 May.**

Other sponsor information and prize detail listed here.

Major Prizes are nominated as:

i. Jayco JTRAK TRX	Value: \$18,990.00
ii. Jayco JTRAK TRX	Value: \$18,990.00
iii. Jayco JTRAK TRX	Value: \$18,990.00

#### **WATERWAYS COMPLIANCE**

**It is the responsibility of all entrants to comply in whole with the following Authorities**

##### **Licensing**

All competitors between the ages of 18 and 70 must hold a current Victorian Fishing License, as per Victorian state law. Competitors under 18 and over 70 are also welcome. Details regarding the Victorian fishing license can be found at: [Victorian Fisheries Authority Licensing](#)



### **State Laws and Regulations**

All participants must observe the [Victorian Recreational Fishing Regulations](#). It is the participant's responsibility to have knowledge of and comply with these regulations during the competition. Anglers who use illegal means or equipment to catch fish will be disqualified from the tournament. The event organisers and representatives reserve the right to inspect and police equipment and fishing methods used.

It is the responsibility of the participants to comply with all Maritime Safety Victoria regulations and all appropriate boat licenses and safety equipment for Victoria. If participants are reported to be in breach of waterways laws the event organisers reserve the right to disqualify competitors from the event. This includes but is not limited to speeding offenses.

*We show our respect and acknowledge the Taungurung clans, the traditional custodians of a large part of Central Victoria including Nagambie. We pay respects to their Elders past and present.*