

# TERMS & CONDITIONS OF ENTRY

“FLIGHT CENTRE **WIN YOUR HOLIDAY** COMPETITION”

## The Promoter

1. “The Promoter” is Flight Centre Travel Group Limited trading as Flight Centre ABN 25 003 377 188 ACN 003 377 188. Southpoint, 275 Grey Street, Southbank, QLD 4101.

## Conditions of Entry

2. Information about the Prize and how to enter forms part of these terms and conditions of entry. By participating in this promotion (including by accepting the Prize), an entrant is deemed to have accepted these terms and conditions of entry.
3. Entry is open to residents of Australia aged 18 years or older, who enter the promotion in the required manner as stated in these terms and conditions ("Eligible Entrants").
4. Employees of Flight Centre Travel Group Limited, its related bodies corporate, suppliers, agencies, licensees and their immediate families are not permitted to enter.

## Duration of Promotion Period

5. The promotion will commence at 00.01 AEST on Thursday, 1 August 2019 and will continue until 23.59 AEST on Saturday, 31 August 2019 ("Promotion Period").

## How to Enter

6. Entry is open to all Eligible Entrants who book and pay a deposit for any holiday with the Promoter during the Promotion Period ("Valid Booking"). "Holiday" means any travel product(s) (including, but not limited to, flights, hotel accommodation, tours or cruise) booked with the Promoter.
7. Valid Bookings must be secured by a deposit to be eligible for entry.
8. The promotion applies to Valid Bookings made with the Promoter's consultants (in-store, over phone or by email) as well as online booking made on the Promoter's website at: [www.flightcentre.com.au](http://www.flightcentre.com.au).
9. The promotion applies to Valid Bookings made by Eligible Entrants in respect of multiple travelers (including travelers under the age of 18 years). For the avoidance of doubt, the Eligible Entrant for the purposes of this promotion will be the lead client listed on the travel booking with the Promoter and there will only be one Eligible Entrant for each Valid Booking.
10. Eligible Entrants will be automatically entered into the competition at the time a Valid Booking is made.
11. Eligible Entrants will receive 1 (one) entry into the competition per Valid Booking.
12. Entries will be deemed to be accepted at the time of the Prize Winner selection.
13. Entries received will be considered final by the Promoters.

14. Valid Bookings must be received by the Promoter during the Promotion Period to be eligible for entry. The Promoter does not accept responsibility for late entries or bookings which are made with the Promoter outside of the Promotion Period.
15. The Promoter takes no responsibility for any variation in the value of the Prize.
16. If the Promoter is unable to provide the Prize Winner with the nominated Prize, the Promoter reserves the right to supply an alternative Prize of similar monetary value, subject to any direction of a lottery authority.
17. If the Prize Winner does not accept any element of the Prize, the Promoter is not obliged to provide the Prize Winner with a substitute Prize.

### **Selection of Prize Winner**

18. There will be 1 (one) Prize Winner.
19. The Prize will be selected by a random computer generated draw from all eligible entries.
20. The Prize Winner will be selected at 10.00 AEST on Monday, 9 September 2019 and the draw will take place at Southpoint, 275 Grey Street, Southbank, QLD 4101.
21. The Prize Winner will be notified via phone and email (using the contact details for the Prize Winner in the Promoter's records) the same time and business day of the Prize Draw and their name, town/suburb and state/territory will be published at <https://www.flightcentre.com.au/competitions> on 10 September 2019.
22. The Promoter will not enter into correspondence regarding the result of the Prize Draw.
23. The Prize Winner will have until 17.00 AEST on Monday, 9 December 2019 to claim the Prize.
24. If any Prize has not been claimed by the Prize Winner ("Unclaimed Prize"), an Unclaimed Prize Draw for the Unclaimed Prize will occur at 10.00 AEST on Wednesday, 11 December 2019 at Southpoint, 275 Grey Street, Southbank, QLD 4101 ("Unclaimed Prize Draw"). The winner of the Unclaimed Prize Draw will be notified via phone and email (using the contact details for the winner of the Unclaimed Prize Draw in the Promoter's records) the same time and business day of the Unclaimed Prize Draw and their name, town/suburb and state/territory will be published at <https://www.flightcentre.com.au/competitions> on 12 December 2019.

### **Prize Details**

25. The prize will be calculated as the aggregate value of all Valid Bookings made by the Prize Winner during the Promotion Period ("Total Booking Value"), to a maximum value of \$20,000 AUD ("Prize").
26. The Prize will be paid to the Prize Winner as a credit to the outstanding balance of any travel account held with the Promoter in the name of the Prize Winner in respect of each Valid Booking of an aggregate amount not exceeding the Total Booking Value. If some or all of the Prize then remains unapplied, the value of the unapplied Prize will be refunded to the Prize Winner within a reasonable period following receipt by the Promoter of the Prize Winner's valid bank account details.
27. The maximum Prize value for this promotion is \$20,000 AUD. The Prize is valued in Australian dollars. If the Total Booking Value is less than \$20,000 AUD, the Prize Winner will not be entitled to receive the difference between the Total Booking Value and the maximum Prize value.
28. The Prize Winner must take the Prize as offered. The Prize is not transferable, redeemable or refundable and cannot be sold or exchanged for cash. The Prize cannot be used in conjunction with any other offer.

29. Each Valid Booking remains subject to the standard booking terms and conditions of The Promoter and all suppliers (including, but not limited to, airlines, accommodation, cruise and tour companies) booking terms and conditions. However, subject to the Prize Winner's rights under the Australian Consumer Law, in the event that a Valid Booking is cancelled by the Prize Winner for any reason, the Prize Winner will be ineligible for a refund in respect of that Valid Booking (satisfied by payment of the Prize) and cash will not be awarded in lieu of the Prize.
30. Any passes, tickets or vouchers issued as part of the Prize are subject to prevailing terms and conditions of use and any tickets or passes are only valid for the use within the standard duration on the passes or tickets issued or the duration of the chosen prize, whichever is earlier.
31. The Prize Winner and their travel companions are responsible for all other travel related costs and expenses associated with a Valid Booking that do not form part of the Prize.
32. The Prize excludes all fees and charges for any passport or visa applications made by or on behalf of the Prize Winner or their travel companions in connection with a Valid Booking which will be the responsibility of the Prize Winner and/or their travel companions.

## General

33. The personal information of entrants will be collected to enable the Promoter to administer and promote this promotion and to contact the Prize Winner (or, if applicable, the winner of an Unclaimed Prize Draw). Entrants agree that the Promoter may handle their personal information in accordance with the Promoter's privacy policy, which is available at: [www.flightcentre.com.au/privacy](http://www.flightcentre.com.au/privacy). Entrants agree that the Promoter may use their personal information for marketing purposes. If an entrant does not truthfully provide all requested personal information, the Promoter may determine that they are not eligible to win the Prize.
34. The Prize Winner consents to the use of their name, suburb of residence, image and social media name or handle for promotional and marketing purposes. The personal information of the Prize Winner and their travel companion(s) (if applicable) may be provided to others assisting, including Prize suppliers and deliverers, and to authorities that regulate this promotion.
35. All entrants who submit any entry to the Promoter: (a) grant the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in the entry material and all other material provided by the entrant to the Promoter pursuant to this promotion at any time; and (b) represent and warrant that the exercise of the rights granted to the Promoter in these terms and conditions will not infringe the rights of any third parties; and (c) indemnify the Promoter against any loss or damage resulting from any breach of the foregoing representation and warranty.
36. By entering this competition entrants agree to allow the Promoter to repost their entry/submission on the Promoter's Facebook, Twitter, Instagram, YouTube, LinkedIn, Google+ and Pinterest accounts, the Promoter's website and blog within the Promoter's electronic direct mail (eDM) communication pieces.
37. To the extent permitted by law, the Promoter is not responsible or liable for:
  - a) inaccurate/incorrect transcription of entry information;
  - b) purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions;
  - c) any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;

- d) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
- e) unauthorised human intervention in any part of the competition;
- f) electronic or human error which may occur in the administration of the competition;
- g) any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss arising in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Prize Winner and, where applicable, to any family/persons accompanying a Prize Winner; or
- h) any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.

38. The Promoter will not be liable for personal injury suffered during participation in the promotion or use of the Prize, except to the extent directly caused by the Promoter's negligence. If requested by The Promoter, the Prize Winner(s), and his or her guests, must sign and return any liability release and indemnity provided by the Promoter and/or its contractors as a condition of a Prize being awarded. Failure to return the signed releases and indemnities may result in the entitlement to the Prize being forfeited and the selection of another Prize Winner.
39. The above conditions do not affect, and are not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the Prize supplied again.
40. This promotion is in no way sponsored, endorsed, administered or associated with any social media channel.
41. This promotion is authorised under ACT permit – TP 19/03700, NSW permit – LTPS/19/36005, SA permit – T19/1111