

**JETSTAR**  
**Terms and Conditions - Proposeoul**

- 1) Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
- 2) The promoter is Jetstar Airways Pty Ltd (ABN: 33 069 720 243) of 79 Victoria Parade, Collingwood VIC 3066 telephone number (+61) 3 8668 8262 (**Promoter**).

**Duration**

- 3) All references to time in this document are a reference to the local time in Melbourne, Victoria, Australia on the date stated. The promotion commences at 3pm on Sunday 3 September 2023 and closes at 11.59pm on Monday 11 September 2023 (**Promotion Period**).

**Eligibility to enter**

- 4) Entry is open only to Australian residents aged 18 years and over (**Eligible Entrants**), excluding directors, management, employees and their immediate families of the Promoter and its related bodies corporate and registered travel companions of employees of the Promoter and its related bodies corporate.

**Entry into the promotion**

To enter, Eligible Entrants must during the Promotion Period, film a video where they are proposing a trip to Seoul using a suitcase to friend/s or family member/s. To submit their entry they can:

- a) Post the video on Instagram tagging @jetstaraustralia and #seoulmates (profile must be public).
- b) Send it in a direct message to the @jetstaraustralia Instagram account (profile must be public).
- c) Post the video in the comments section of the relevant competition Facebook post on the Jetstar Australia Facebook page.
- d) Post the video on TikTok tagging @jetstaraustralia and #seoulmates (profile must be public).

By entering the competition, the participant gives permission for Jetstar to use their video in marketing material across Jetstar Australia's social channels, website and email.

- 5) The Promoter is not responsible for any lost, late or misdirected entries.
- 6) The time of entry will be deemed to be the time the entry is received by the Promoter.
- 7) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

**Judging of entries**

- 8) Entries will be judged based on their originality and creativity.

- 9) Judging will take place at 10am on Tuesday 12 September 2023 at the offices of the Promoter. Judging will be conducted by the Promoter.
- 10) The judges' decision is final and no correspondence will be entered into. Chance plays no part in determining the winning.

### **The prize**

- 11) There will be 1 (one) prize. The maximum total prize pool value is AU\$13,500 based on the recommended retail value and the exchange rate at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 12) The prize includes:
  - a) Return flights from the winner's nearest Australian international airport where Jetstar operates to Seoul (Incheon) South Korea for up to 6 (six) people (the winner and 5 (five) of their travel companions). Where the winner's local international airport does not operate to Seoul (Incheon) South Korea, flights will be provided from their nearest port to Sydney/Brisbane; and
  - b) 5 (five) nights' accommodation (winners must be happy to share a twin room with at least one of their accompanying travel companions). The accommodation will be selected by the Promoter.

Travel must be completed by Thursday 12 September 2024. Winner must submit flight and accommodation request form for the booking at a minimum of 4 (four) weeks prior to travel.

- 13) The prize includes GST and taxes included in the price of the ticket. Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation, flights, accommodation or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of the prize-winner and companions. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Prize travel is subject to Qantas' General Conditions of Carriage.
- 14) Prize travel and accommodation is subject to availability at the time of booking and prize travel is subject to availability of prize travel fares at the time of booking. The winner and their companions must travel together on all prize travel and will not accrue Qantas Points on any element of the prize. An upgrade cannot be purchased on airfares with cash or Qantas Points.
- 15) Prize travel and accommodation must be booked by Monday 12 August 2024. Prize travel and accommodation must be completed by Thursday 12 September 2024. There can be no changes to travel arrangements once tickets have been issued or accommodation bookings once the reservation is confirmed.
- 16) Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accept the conditions of use of that prize.
- 17) If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

### **Notification of the winner**

- 18) The winner will be notified by direct message on Instagram or a public comment on Facebook or TikTok and their names will be published in an Instagram story on @JetstarAustralia's page on 13 September 2023.

### **Judging backup entries**

- 19) As part of judging, the Adjudicator will select an additional 1 (one) entry to be used as backup winners in the event that an entrant is unable to satisfy the promotion terms and condition or forfeits or does not claim a prize. For any prize that remains unclaimed on 48 hours after the winner has been announced, the Promoter will award the prize to the backup winner in the order judged by the Adjudicator, subject to any written direction given under applicable law.

### **Limitation of liability and variation of terms**

- 20) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
- 21) The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (**Promotion Parties**) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.
- 22) The exclusion of liability in clause 21 does not apply to limit or exclude liability:
- a) for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; and the Promoter's Conditions of Carriage and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions; or
  - b) to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

### **Entry details and privacy**

- 23) Entry details remain the property of the Promoter. The name and photograph of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, visit [www.qantas.com/privacy](http://www.qantas.com/privacy) to obtain a copy.

### **Important information and conditions about competitions on Facebook**

- 24) This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to Facebook. By entering this competition, each Eligible Entrant releases Facebook from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Facebook.
- 25) At all times, Eligible Entrants agree to act in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php), and other related policies.

#### **Important information and conditions about competitions on Instagram**

- 26) This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to Instagram. By entering this competition, each Eligible Entrant releases Instagram from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Instagram.
- 27) At all times, Eligible Entrants agree to act in accordance with the Instagram Terms of Use, which can be viewed at <http://instagram.com/about/legal/terms>, and other related policies.

#### **Important information and conditions about competitions on TikTok**

- 28) This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to TikTok. By entering this competition, each Eligible Entrant releases TikTok from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not TikTok.
- 29) At all times, Eligible Entrants agree to act in accordance with the TikTok Terms of Use, which can be viewed at <https://www.tiktok.com/legal/page/row/terms-of-service/en>, and other related policies.

#### **Tax Implications**

- 30) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.