

JETSTAR
Terms and Conditions – NZ Birthday Giveaway

- 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 Auckland, New Zealand on the date stated. The promotion commences at 00:01am on 10th June 2022 and closes at 11:59pm on 10th June 2022 (**Promotion Period**).

Eligibility to enter

- 4) Entry is open only to all New Zealand residents aged 18 years and over and born on 10th June (**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

- 5) To enter, Eligible Entrants must during the Promotion Period:
 - a) enter and submit the required details (first and last name, email address, birth date, valid identification photo) on the www.jetstarbirthday.co.nz site;
 - b) have their birth date confirmed as 10th June;
 - c) Eligible Entrants can only access the prize from the www.jetstarbirthday.co.nz site; and
 - d) be over 18.
- 6) The Promoter is not responsible for any lost, late or misdirected entries.
- 7) The time of entry will be deemed to be the time the entry is received by the Promoter.
- 8) 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.

Review of entries

- 9) The Promoter will review entrants and confirm Jetstar \$100 flight vouchers for any applicant born on 10th June
- 10) Entries close at 11.59pm on 10th June 2022. Approvals will be conducted by the Promoter. (**Adjudicator**).
- 11) Promoter's decision is final and no correspondence will be entered into. Entrants may only enter once and any entry deemed to be a second entry will be disqualified.

The prize

- 12) The prize for anyone born on 10th June is a \$100NZD Jetstar flight voucher. There is no variation of this prize and it cannot be substituted for cash.

- 13) 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 each prize winner. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Grant travel is subject to Jetstar's General Conditions of Carriage. In the event that an allocated ticket holder is a child who does not meet Jetstar's Independent Traveller Requirement - Children, that child must travel with an appropriate accompanying passenger.
- 14) Voucher expires 18 months from date of issue. For full terms and conditions relating to flight vouchers see <https://www.jetstar.com/nz/en/credit-voucher-terms-and-conditions>.
- 15) Prize travel 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.
- 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 recipients

- 18) Prize recipients will have their birth date verified independently and if approved, will have their Jetstar flight voucher emailed to the provided email address within 10 working days of application via the site.

Limitation of liability and variation of terms

- 19) 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.
- 20) 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.
- 21) The exclusion of liability in clause 20 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

- 22) Entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, visit <http://www.jetstar.com/au/en/privacy-policy> to obtain a copy.

Tax Implications

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