

**#JetstarClouds Australia**  
**Terms and Conditions - Game of Skill**

- 1) Information on how to enter forms part of the terms and conditions of entry. Entry into this 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, Australia (AEST)* on the date stated. The promotion commences at *8am on 19 August 2019* and closes at *11:59pm on 22 September 2019* (**Promotion Period**).

**Eligibility to enter**

- 4) Entry is open 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**

- 5) To enter, Eligible Entrants must during the Promotion Period:
  - a) Post an image of clouds (taken by the entrant) as a comment below a competition related post on Jetstar Australia Facebook Page OR on their personal Instagram page with it set to public,
  - b) AND, include the hashtag **#JetstarClouds** in the comment.
  - c) The image must contain: clouds which look like an identifiable shape, clouds in interesting weather conditions or clouds shot from the window of an aircraft.
- 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.

**Judging of entries**

- 9) Entries will be judged on quality and originality. Of all entries (including those from the same competition in other jurisdictions), one entry will win the major prize. There will also be three minor prizes for Eligible Entrants of this competition (Australia only).
- 10) Judging will take place between *12.00AM 23 September 2019 and 11.59PM 28 September 2019 AEST* at 79 Victoria Parade, Collingwood VIC, Australia 3066. Judging will be conducted by the **Promoter**.
- 11) The judges' decision is final, and no correspondence will be entered into. Chance plays no part in determining the winning.

## The prizes

- 12) There will be three minor prizes and one major prize. The maximum total prize pool value of the minor prizes is AU\$600, based on the recommended retail at the time of printing. The maximum total prize pool value of the major prize is AU\$15,000, based on the recommended retail value at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 13) Each minor prize is a Jetstar Travel Voucher valued at AU\$200.

### Jetstar Travel Voucher Terms and Conditions:

- a) 'How to use this Voucher' forms part of these Voucher Terms & Conditions.
- b) Booking dates will be strictly applied. Your booking must be made or change through Jetstar.com or Jetstar Contact Centre before the Expiry Date, for travel on any Jetstar flight available at the time you redeem this Voucher. If you do not redeem this Voucher within this timeframe this Voucher will expire and you will lose the value of this Voucher. If you redeem this Voucher but later change your booking on a date after the Expiry Date, you will lose the value of this Voucher. This Voucher was created on the Issue Date and expires on the Expiry Date as noted above. The 6 month booking period is calculated as 183 days from the Issue Date.
- c) All travel is subject to availability at the time of booking, the fare rules quoted at the time of booking and the Jetstar Conditions of Carriage.
- d) The standard Jetstar fare and bundle rules apply according to the fare or fare with bundle selected when booking. Limited changes are permitted, charges apply and unless otherwise stated, airfares are non-refundable. See Jetstar.com for further details.
- e) You must redeem this Voucher in one booking only. Any amount not redeemed in that booking will be lost and no credit will remain.
- f) This Voucher is not transferable – it is redeemable only by the person whose name is stated on this Voucher and the person named on this Voucher must be a passenger on the booking.
- g) This Voucher is only redeemable up to the value stated on this Voucher for Jetstar fares and bundle options, taxes, fees and other charges associated with normal Jetstar internet or telephone reservations bookings. This Voucher cannot be redeemed for Jetstar Holiday products (including accommodation, activities, transfers, parking, insurance and car hire). This Voucher must be taken as stated and no compensation will be payable if the recipient is unable to use it as stated. This Voucher is not redeemable for cash or other goods and services. Jetstar Vouchers are not refundable.
- h) Jetstar Airways Pty Limited ("Jetstar") makes no claims in relation to weather or other conditions at the travel destination and the Voucher recipient should make their own enquiries before travel. Jetstar, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with the use of this Voucher, except for any liability which cannot be excluded by law.
- i) Any additional travel booked in conjunction with the use of this Voucher will be subject to standard booking conditions.

Jetstar will collect information about you and any other person named in the booking so that it can issue this Voucher and, when redeeming this Voucher, can process the travel arrangements. For more information about Jetstar's privacy policy, including how to access your information, refer to [Jetstar.com](http://Jetstar.com).

- 14) The major prize is one year of travel for one person on the Jetstar network up to the value of AU\$15,000 or the equivalent value in the winner's region (at the exchange rate at the time of printing).
  - a) The prize is transferable to one other person. This transfer must be approved by a Jetstar representative before 30 October 2019. The winner must nominate in writing who they would like to transfer the prize to. There can only be one transfer and it cannot be amended. It is not redeemable for cash or other goods or services.
  - b) The prize is not redeemable for cash or other goods or services. A Jetstar representative will contact you with details on how to book your flights.
  - c) Prize travel must be booked by 30 September 2020. Any changes are subject to change fees and Fare Difference.
  - d) Prize travel must be booked at least four weeks before departure.
  - e) All fares as part of the prize will be purchased as a Starter Plus Bundle including;
    - a. Checked baggage: 20kg checked baggage - on Jetstar Airways (JQ), Jetstar Asia (3K), and Jetstar Pacific (BL) flights. For Jetstar Japan (GK) domestic flights, 10kg of checked baggage is included.
    - b. Meals, in-flight vouchers and In-Flight Meal Deals: Meal, snack, in-flight voucher and In-Flight Meal Deal, depending on your flight.
    - c. Seats: Free standard seat selection
- 15) 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 each prize winner. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Prize travel is subject to Jetstar's General Conditions of Carriage.
- 16) Prize travel is subject to availability at the time of booking. Prize travel will not accrue Qantas Points on any element of the prize. An upgrade cannot be purchased on airfares with cash or Qantas Points.
- 17) 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.
- 18) 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 winners**

- 19) All winners of the minor prize will be notified within seven days of the judging with a direct message via Facebook or Instagram, depending on entry submission platform

and their social handles and entries will be published on the Jetstar Australia Facebook and JetstarAustralia Instagram pages on 29 September 2019. The winner of the major prize will be notified within seven days of the judging with a direct message via Facebook or Instagram, depending on entry submission platform and their social handle and entry will be published on the Jetstar Asia Facebook, Jetstar Japan Facebook, Jetstar Pacific Facebook, Jetstar New Zealand Facebook, Jetstar Australia Facebook, Jetstar Hong Kong Facebook, Jetstar Taiwan Facebook, JetstarNZ Instagram, Jetstartaiwan Instagram, JetstarHK Instagram, JetstarPacific Instagram, Jetstar\_japan Instagram, JetstarAsia Instagram and Jetstaraustralia Instagram on 30 September 2019.

### **Judging backup entries**

- 20) As part of judging, the Adjudicator will select additional entries to be used as backup winners in the event that an entrant is unable to satisfy the promotion terms and conditions or forfeits or does not claim a prize. For any prize that remains unclaimed on 30 September 2019, the Promoter will award those prizes to the backup winners in the order judged by the Adjudicator, subject to any written direction given under applicable law. Any winners determined in accordance with clause will be notified with a reply to their Facebook comment, wall post or Instagram post or by direct message.

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

- 21) 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.
- 22) 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.
- 23) The exclusion of liability in clause 22 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**

- 24) Entry details remain the property of the Promoter. The social handle and photograph of all entrants may be used for promotional purposes by the Promoter, unless the entrant notifies the Promoter. 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 TLA Worldwide and any applicable statutory authorities) and to conduct ongoing 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, a copy of which is available at <http://www.jetstar.com/au/en/privacy-policy>.

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

- 25) 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.
- 26) 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**

- 27) 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.
- 28) 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.

#### **Tax Implications**

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