

#JetstarClouds Hong Kong
Terms and Conditions - Game of Skill
#JetstarClouds 活動 條款及細則

- 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.
有關參加方法同為條款及細則的一部份。參加活動代表你確認你已閱讀及明白本條款及細則，並同意完全及無條件遵守本條款及細則。此文件的重點及標題只供參考，並不在任何方面影響詮釋。
- 2) The promoter is Jetstar Airways Pty Limited (BRN: 069720243) of 79 Victoria Parade, Melbourne VIC 3000 (telephone number +61 3 8628 3444) (Promoter). Promoter can also be contacted at Rm 1801, 18/F, Tower 1, Admiralty Centre, 18 Harcourt Road, Hong Kong
推廣者為 Jetstar Airways Pty Limited (商業號碼 33 069 720 243) of 79 Victoria Parade, Melbourne VIC 3000 (電話號碼 +61 3 8668 8262) (推廣者)，推廣者也可用以下地址聯系：香港金鐘夏愨道 18 號海富中心第一座 18 樓 1801 室
- 3) In case of any inconsistency between the English version and Chinese version of the Terms and Conditions, the English version shall prevail.
本條款及細則備有英文及中文版本。如有歧義，以英文版本為準。

Duration

- 4) All references to time in this document are a reference to the local time in *Hong Kong, Hong Kong (HKST)* on the date stated. The promotion commences at 5pm on 19 August 2019 and closes at 11:59pm on 22 September 2019 (**Promotion Period**).
此文件內所有時間均以當天於中國香港當地時間、二十四小時格式為準。活動時間為 2019 年 8 月 19 日 17:00 起至 2019 年 9 月 22 日 23:59 (「活動期」)，活動期外提交的所有活動紀錄均視作無效。

Eligibility to enter

- 5) Entry is open to residents of Hong Kong aged 18 years and over who are able to provide valid identify documents for verification of identity of winners (**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.
本活動只適用於年滿 18 歲並持有有效之香港身份證明文件之香港居民(合資格參加者)參加，推廣者的董事、管理層、員工及其直系親屬、推廣者有關之法人團體及其有關公司體系的員工及其註冊旅遊夥伴均不合符參加資格。

Entry into the promotion

- 6) To enter, Eligible Entrants must during the Promotion Period:
合資格參加者須於活動期內，
 - a) Post an image of clouds (taken by the entrant) as a comment below a competition related post on Jetstar Hong Kong Facebook Page OR on their personal Instagram page with it set to public,
在 Instagram 上發布您拍有關雲的照片或在 Jetstar Hong Kong Facebook Page 比賽帖文上以照片回覆，並設定為公開，及

- b) AND, include the hashtag **#JetstarClouds** and **#JetstarHKClouds** in the heading / comment.
並在標題/回覆中包含**#JetstarClouds** 和 **#JetstarHKClouds**
 - 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.
照片內容必需為看起來像一些東西的雲，有趣的天氣條件下的雲或從飛機窗口拍攝的雲的照片
- 7) The Promoter is not responsible for any lost, late or misdirected entries.
若有任何遺失、遲延或錯誤、無法辨識等情況，推廣者概不負責。
- 8) The time of entry will be deemed to be the time the entry is received by the Promoter.
參加時間為推廣者收到參賽資料的時間。
- 9) 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.
推廣者有權於任何時候要求確認合資格參加者之合資格性(包括但不限於確認參加者之身份、年齡及所居地)並取消不符合參加方法者的資格。不論是否已行駛此權，推廣者均保留此權利。

Judging of entries

- 10) 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 (Hong Kong only).
作品將根據相片的創意及表達捷星品牌的程度被評選。在所有參賽作品中（包括來自其他司法管轄區的同一參賽者）將有一個大獎。本次比賽的合格參賽者還將獲得三個小獎（僅限香港）。
- 11) Judging will take place between *12.00AM 23 September 2019 and 11.59PM 28 September 2019* at Rm 1801, 18/F Tower 1, Admiralty Centre, 18 Harcourt Road Hong Kong. Judging will be conducted by the **Promoter**.
評選將於 2019 年 9 月 23 日 00:00 至 2019 年 9 月 28 日 23:59 在香港金鐘夏慤道 18 號海富中心第一座 18 樓 1801 室舉行。推廣者將進行評選 (評判員)。
- 12) The judges' decision is final, and no correspondence will be entered into. Chance plays no part in determining the winning.
評判的決定為最終及並不會參與任何討論。作品評選不涉及運氣因素。

The prizes

- 13) There will be three minor prizes and one major prize. The maximum total prize pool value of the minor prizes is HKD3000, based on the recommended retail at the time of printing. The maximum total prize pool value of the major prize is AUD15,000(HKD80,000), 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.
整個推廣期內總共有三個小獎和一個大獎。根據現時的建議零售價，小獎的最高總獎金池價值為 HKD3000。根據現時的建議零售價值，主要獎金的最高總獎金池價值為 15,000 澳元 (HKD80,000)。獎品價值若有浮動與推廣者無關。

- 14) Each minor prize is a Jetstar Travel Voucher valued at HKD1000.

每個小獎都是價值 HKD1000 的捷星機票禮券。

Jetstar Travel Voucher Terms and Conditions:

捷星機票禮券條款和條件：

- a) 'How to use this Voucher' forms part of these Voucher Terms & Conditions.
“如何使用此禮券”構成這些禮券條款和條件的一部分。
- 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.
請嚴格遵守預訂日期要求。你的預訂必須在到期日之前通過 Jetstar.com 或捷星聯絡中心進行或更改，以便在任何捷星航班兌換此禮券。如果你未能在此時間範圍內兌換禮券，禮券將過期並失去價值。如果你已兌換此禮券但在到期日之後的某個日期更改你的預訂，你將失去此禮券的價值。此禮券在發行日期創建，並在到期日到期。6 個月的預訂期限自發行日期起計 183 天。
- 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.
所有旅程均需視預訂時的供應情況，預訂時所報的票價規則以及捷星航空運輸條件而定。
- 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.
預訂時選擇的票價或票價為標準的捷星航空票價和套票規則。只允許有限的更改，更改可能收費，除非另有說明，否則機票不予退還。詳細信息請參閱 Jetstar.com。
- 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.
你只可在一個預訂中兌換此禮券。任何未在該預訂中兌換的金額將會失去，且不可保留。
- 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.
此禮券不可轉讓 - 只有在此禮券上註明姓名的人才可兌換優惠券，且此禮券上指定的人必須為預訂的其中一位乘客。
- 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.

此禮券僅可兌換此優惠券上所列的價值，用於捷星航空的票價和選項，稅費，費用以及與正常捷星互聯網或電話預訂相關的其他費用。此禮券不可兌換捷星假日產品（包括住宿，活動，接送，停車，保險和汽車租賃）。此禮券必須按照規定使用，如果收件人無法按照規定使用，則不予賠償。此禮券不可兌換現金或其他商品和服務。捷星機票禮券不予退還。

- 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.

Jetstar Airways Pty Limited（“捷星航空”）不對旅行目的地的天氣或其他條件提出任何賠償，禮券使用者應在旅行前自行查詢。因使用此禮券而遭受的任何損失，損害或人身傷害（包括但不限於直接，間接和後果性損失）除法律不能排除的任何責任外，捷星航空及其相關團體公司，其高級職員，員工和代理商概不負責。

- i) Any additional travel booked in conjunction with the use of this Voucher will be subject to standard booking conditions.

與使用此禮券一起預訂的任何額外旅行將受標準預訂條件的限制。

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.

捷星航空將收集有關你和預訂中指定的任何其他人的信息，以便其可以簽發此禮券，並在兌換此禮券時可以處理旅行安排。有關 Jetstar 隱私政策的更多信息，包括如何訪問你的信息，請參閱 Jetstar.com。

- 15) The major prize is one year of travel for one person on the Jetstar network up to the value of AUD15,000(HKD80,000) or the equivalent value in the winner's region (at the exchange rate at the time of printing).

大獎品是捷星網絡上一人一年的旅程，最高價值為 15,000 澳元（80,000 港元）或勝者所在地區的同等價值（按照現時的匯率計算）。

- 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.

獎品可轉讓給另一個人。此轉讓必須在 2019 年 10 月 30 日之前由捷星代表批准。獲勝者必須以書面形式提出他(們)希望將獎品轉入何人。只能轉讓一次，轉讓不能修改。它不可兌換現金或其他商品或服務。

- 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.

獎品不可兌換現金或其他商品或服務。捷星代表將與你聯繫，提供有關如何預訂機票的詳細信息。

- c) Prize travel must be booked by 30 September 2020. Any changes are subject to change fees and Fare Difference.

獎品旅程必須在 2020 年 9 月 30 日之前預訂。任何更改都需要繳付更改費用和票價費用差異。

- d) Prize travel must be booked at least four weeks before departure.
獎品旅程必須在出發前至少四周預訂
- e) All fares as part of the prize will be purchased as a Starter Plus Bundle including;
獎品票價將以 Starter Plus Bundle 購買，並包括;
- 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.
托運行李：20 公斤托運行李 - 捷星航空 (JQ)，捷星亞洲 (3K) 和捷星太平洋 (BL) 航班。捷星日本 (GK) 國內航班包括 10 公斤托運行李。
 - b. Meals, in-flight vouchers and In-Flight Meal Deals: Meal, snack, in-flight voucher and In-Flight Meal Deal, depending on your flight.
膳食，機上優惠券和機上膳食優惠：膳食，零食，機上代金券和機上膳食優惠，視乎你的航班而定。
 - c. Seats: Free standard seat selection
座椅：免費標準座椅選擇
- 16) 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.
獎品包括商品及服務稅和機票價格中包含的稅費。除非另有說明，否則獎品不包括旅行保險，護照，簽證，膳食，不包含在機票價格中的稅費，地面交通，航班，住宿或任何其他個人性質的費用。每個獲獎者都有責任遵守任何健康或其他政府要求。推廣者不對任何目的地可能存在的安全，條件或其他問題作出任何陳述。獎品旅行須遵守捷星航空的一般承運條件。
- 17) Prize travel is subject to availability at the time of booking. 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.
獎品旅程視乎預訂時的供應情況而定。獎品旅程並不會在獎品的任何元素上累積 Qantas 積分也無法使用現金或澳航積分購買機票升級。
- 18) 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.
每個獎品必須按照規定進行，如果獲獎者無法按照規定使用獎品，則不予賠償。獎品不可兌換或兌換現金或其他商品或服務。除非獲得推廣者同意，否則獎品不得轉讓給任何其他人。接受獎品的條件是獲勝者接受該獎品的使用條件。
- 19) 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
如果獎品（或獎品的一部分）不可用，推廣者可自行決定保留將獎品（或獎品的那部分）替換為等值和/或規格的獎品的權利。來自監管機構的任何書面指示除外。

Notification of the winners

- 20) 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 Hong Kong Facebook and JetstarHK 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 JetstarPacific Instagram, Jetstar Taiwan Facebook, JetstarNZ Instagram, Jetstartaiwan Instagram, JetstarHK Instagram, Jetstar_japan Instagram, JetstarAsia Instagram and Jetstaraustralia Instagram on 30 September 2019.

所有獲獎者將在評審後七天內通過 Facebook 或 Instagram 得到直接消息通知，具體平台取決於參賽作品提交的社交平台。其社交平台資料和參賽作品將在 2019 年 9 月 29 日在捷星香港 Facebook 和 JetstarHK Instagram 頁面上發佈。大獎的獲勝者將在評審後的七天內通過 Facebook 或 Instagram 直接通知，具體取決於參賽作品提交社交平台。其社交資料和參賽作品將在 2019 年 9 月 30 日在 Jetstar Asia Facebook, Jetstar Japan Facebook, Jetstar Pacific Facebook, Jetstar New Zealand Facebook, Jetstar Australia Facebook, Jetstar Hong Kong Facebook JetstarPacific Instagram, Jetstar Taiwan Facebook, JetstarNZ Instagram, Jetstartaiwan Instagram, JetstarHK Instagram, Jetstar_japan Instagram, JetstarAsia Instagram and Jetstaraustralia Instagram 發佈。

Judging backup entries

- 21) 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. 作為評審的一部分，如果參賽者不能滿足促銷條款和條件或選擇放棄或沒有領取獎品，評審員將選擇其他參賽作為備用獲獎者。對於 2019 年 9 月 30 日仍無人認領的任何獎品，推廣者將根據適用法律給出的任何書面指示，按照仲裁員判定的順序將這些獎品頒發給備用獲獎者。根據條款確定的任何獲獎者將通過回復他們的 Facebook 評論，牆貼或 Instagram 帖子或直接消息得到通知。

Limitation of liability and variation of terms

- 22) 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. 如因任何行為，忽略，事件或情況發生，而其超出推廣者的合理控制範圍及妨礙推廣者遵守此條款及細則，推廣者將不會因未能履行或延遲履行任何義務而負責。受限於適用的法例，推廣者保留取消，終止或更改此推廣的權利。
- 23) 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.

推廣者，其有關公司體系及其人員，員工，承包商及代理人(推廣方)將不會負責任何因此推廣，此推廣的宣傳或獎品而出現的任何損失，損壞，支出，花費或個人受傷，包括但不限於違反此條款及細則，合約法或侵權法(包括疏忽)及其他普通法，公平法或法定的補救(賠償)諸如此類，包括但不限於直接，間接及相應的賠償，包括不能合理地認為是自然發生及一般地發生的賠償，雖然該等賠償會被推廣方考慮。

- 24) The exclusion of liability in clause 23 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).

第二十三條對責任的豁免不會應用於限制或豁免下列責任：

- a) 關於因在一般業務提供貨品或服務而導致的個人受傷或死亡。為了消除懷疑，與此推廣無關的第三方貨品或服務，是與推廣者無關的第三方在一般業務提供，並不是推廣者在一般業務提供；不管任何對此條款及細則的相反陳述，捷星航空的運送細則及一般預訂細則(及任何該等文件裡的豁免)應用。
- b) 法例不容許在該條內限制或豁免責任(在這種情況下，責任將受限於法例所容許的最大範圍)。

Entry details and privacy

- 25) 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/hk/zh/privacy-policy>.

參加資料為推廣者的財產。除非得獎者特別知會推廣者，得獎者的名字及照片可能會被用作推廣者的宣傳用途。參加者同意推廣者使用其就此推廣提供的個人資料以進行推廣的運作及頒贈獎品（包括予任何適用的法定機構）及進行營銷活動。在不限制前文的原則下，參加者就此推廣提供的個人資料將會根據推廣者的私隱聲明處理。私隱聲明在 <http://www.jetstar.com/hk/zh/privacy-policy>

Important information and conditions about competitions on Facebook

- 26) 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.

整個推廣均與 Facebook 無關，亦不是由 Facebook 贊助、支持或管理。參加者須明白及同意在推廣活動中所提供的資料均給予推廣者，而並非 Facebook。參加者均須同意完全放棄對 Facebook 的責任追究權利。所有有關此推廣的查詢、意見或投訴，請直接聯絡推廣者，而並非 Facebook。

- 27) 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, and other related policies.

任何時候，合資格的參加者須同意 Facebook 的使用條款(即權利與義務宣告)。如有查詢，請瀏覽以下網頁 www.facebook.com/terms.php 或相關條款。

Important information and conditions about competitions on Instagram

- 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 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.

整個推廣均與 Instagram 無關，亦不是由 Instagram 贊助、支持或管理。參加者須明白及同意在推廣活動中所提供的資料均給予推廣者，而並非 Instagram。參加者均須同意完全放棄對 Instagram 的責任追究權利。所有有關此推廣的查詢、意見或投訴，請直接聯絡推廣者，而並非 Instagram。

- 29) 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.

任何時候，合資格的參加者須同意 Instagram 的使用條款(即權利與義務宣告)。如有查詢，請瀏覽以下網頁 <http://instagram.com/about/legal/terms> 或相關條款。

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.

任何得獎者/合資格參加者因獎品而可能引起任何稅項付款，推廣者概不負責。得獎者/合資格參加者宜尋找個別財政建議。