

## JETSTAR LAUNCESTON GETAWAY GIVEAWAY

### Terms and Conditions

- 1) Information on how to enter forms part of the terms and conditions of entry. Entry into *Jetstar Magazine Launceston Getaway* 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 promoters are Medium Rare Content Agency Pty LTD (83 169 879 921) of 58/26-32 Pirrama Rd, Pyrmont, NSW 2009 and Jetstar Airways Limited (ABN 33 069 720 243) of 79 Victoria Parade, Collingwood, VIC 3066.

#### **Duration**

- 3) All references to time in this document are a reference to the local time in *Sydney, New South Wales, Australia* on the date stated. The promotion commences on Friday March 1 2019 at 12:01am and closes at 11.59pm on Tuesday April 30 2019.

#### **Eligibility to enter**

- 4) Entry is open only to Australian residents 18 years of age or over, excluding directors, management, employees and their immediate families of the Promoters and its related bodies corporate and registered travel companions of employees of the Promoters and its related bodies corporate (Eligible Entrants)
- 5) To enter, Eligible Entrants must during the Promotion Period:
  - a) Visit [jetstar.com/discoverlaunceston](http://jetstar.com/discoverlaunceston)
  - b) Complete the quiz
  - c) Upon completion of the quiz, in 100 words or less tell us why they need a getaway
- 6) The Promoters are not responsible for any lost, late or misdirected entries.
- 7) Eligible Entrants are permitted one entry (multiple entries are not permitted)
- 8) The time of entry will be deemed to be the time the entry is received by the Promoters.
- 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.

#### **Judging of entries**

- 10) Entries will be judged on their creativity and quality
- 11) Judging will take place at 1.00pm on Wednesday May 1 2019 at 58/26-32 Pirrama Rd, Pyrmont, NSW 2009. Judging will be conducted by Medium Rare Content Agency
- 12) The judges' decision is final and no correspondence will be entered into. Chance plays no part in determining the state winners.

## The prize

- 13) The prize is a weekend (2-night) holiday for 2 to Launceston, including 2x Starter Plus with Bundle flights, which includes checked baggage, accommodation (2 nights in a twin share room at a hotel) and \$1000 spending money.
- 14) The maximum total value of the Prize is AU\$5000
- 15) Prize travel and accommodation is subject to availability at the time of booking. The winners 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.
- 16) Prize travel and accommodation must be booked by April 1, 2020. Prize travel and accommodation must be completed by May 1, 2020. There can be no changes to travel arrangements once tickets have been issued or accommodation bookings once the reservation is confirmed.
- 17) For winners who are residents of the city or live in reasonable proximity to the city where the prize is based, flights and accommodation will not form any part of the prize.
- 18) 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/each prize-winner and companion. 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.
- 19) The 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 Promoters. It is a condition of accepting a prize that the winner accept the conditions of use of that prize.
- 20) If the prize (or part of the prize) is unavailable, the Promoters, 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.

## Notification of the winner

- 21) The Winner will be notified via email on Tuesday May 7 2019 and their name will be published in the June 2019 edition of Jetstar Magazine.

## Right of the Promoters to re-judge

- 22) The Promoter reserves the right to rejudge in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed at August 7 2019 at 12.00pm, a second judging will be conducted by the Judge on August 8 at the same time and place as the original judging, subject to any written direction given under applicable law. Any winners determined in accordance with clause will be notified by email August 10 2019 2 days after the judging and their names will be published in Jetstar Magazine.

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

- 23) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoters and which prevents the Promoters 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.
- 24) The Promoters, 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.
- 25) The exclusion of liability in clause 24 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**

- 26) 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, a copy of which is available at <http://www.jetstar.com/au/en/privacy-policy>.

### **Tax Implications**

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