Discover Auckland Qantas Travel Insider Competition Terms and Conditions - Game of Chance

Information on how to enter forms part of the terms and conditions of entry.

- 1) Entry into this competition 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 Medium Rare Content Agency Pty Ltd, ABN 83 169 879 921 of Level 1/83 Bowman Street, Pyrmont NSW 2009 (+61 2 8114 8900).

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, 1st March 2024 at 12:00am AEDT and closes on Sunday, 17th March 2024 at 11:59pm AEDT (Promotion Period). Entries must be received by the Promoter in the Promotion Period.
- 4) All entries are deemed received at the time of receipt by the Promoter not at the time of transmission by the entrant.
- 5) Promoter accepts no responsibility for any late, lost, misdirected, delayed, ineligible, in-complete or corrupted entries or delays in the delivery of entries due to technical disruptions, network congestion or for any other reason

Eligibility to enter

- 6) Entry is open to all residents of Australia who are over the age of 18 years.
- 7) Directors, management, employees, contractors and their immediate families of the Promoter (Medium Rare Content Agency), and its related bodies corporate; Qantas Airways and its related bodies corporate; and, Tātaki Auckland Unlimited and its related bodies corporate are not eligible to enter the Promotion.
- 8) The Promoter reserves the right at its sole discretion to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. If a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

Entry into the promotion

9) To enter, eligible entrants during the promotional period need to log onto www.qantas.com/discoveraucklandcompetition and complete the online entry form in accordance with the instructions on the website. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider

Entrants are required to fill out the following information:

- a. Full Name
- b. Contact email
- c. Contact phone number
- d. State or territory of residency
- 10) By agreeing to the opt-in option stated on the competition page, entrants agree that their personal information provided as part of the entry process will be shared with

each of the following and entrants agree to receive electronic marketing communications from them: Medium Rare Content Agency, Qantas, Tātaki Auckland Unlimited, and/or its partners and related companies.

- 11) Please refer to Medium Rare Content Agency; privacy policy for more information regarding how your personal data is used <u>https://mediumrarecontent.com/wp-content/uploads/Medium-Rare-Content-Agency-Privacy-Policy.pdf</u>
- 12) Please refer to Tātaki Auckland Unlimited; privacy policy for more information regarding how your personal data is used: <u>https://aucklandunlimited.com/privacy-policy</u>
- 13) Please refer to Qantas' privacy policy for more information regarding how your personal data is used: <u>www.qantas.com/privacy</u>
- 14) The Promoter is not responsible for any lost, late or misdirected entries.
- 15) Eligible Entrants are permitted one entry (multiple entries are not permitted).
- 16) The time of entry will be deemed to be the time the entry is received by the Promoter.
- 17) 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.

Drawing of entries

- 18) The draw will take place on Wednesday, 20th March 2024 at 11am AEDT. The draw is a random selection based on a game of chance and will be conducted by the Promoter Medium Rare Content Agency, ABN 83 169 879 921 of Level 1/83 Bowman Street, Pyrmont NSW 2009 (Drawer).
- 19) The result of the draw is final and no correspondence will be entered into.

The prize

- 20) There will be one (1) Major Prize Winner of the Competition.
- 21) The maximum total prize value is \$5,204AUD inclusive of GST, based on the recommended retail value and foreign exchange rate and at the commencement time of the competition. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 22) The prize winner will receive the below for a maximum of two (2) people (to be taken concurrently and in accordance with travel dates in paragraph 24 and 25):
 - a. Return Qantas economy flights for two (2) to Auckland, New Zealand from the prize winner's nearest Australian capital city with direct Qantas Airways route to Auckland, New Zealand (Sydney, Melbourne or Brisbane), up to the value of \$1,704AUD
 - b. 3-nights accommodation for two (2) people at Horizon by SkyCity (including buffet breakfast)
 - c. Esther restaurant dining voucher valued at \$186AUD for two (2) people
 - d. Sky Tower Admission for two (2) people
 - e. Weta Workshop Unleashed for two (2) people
 - f. All-Black Experience sensory and interactive experience for two (2) people
 - g. Day trip for two (2) people to Waiheke Island, including:
 - i. Fuller360 Ferry return tickets to Waiheke Island
 - ii. EcoZip Adventures ziplining

- iii. Essence of Waiheke Wine Tours with Ananda Tours
- h. Entry for two (2) people to Auckland Art Gallery Toi o Tamaki
- 23) The Prize must be taken as stated and no compensation will be payable if a winner is unable to redeem 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 accepts the conditions of use of that prize.
- 24) The prize must be completed before Sunday, 30th June 2024. The prize is not available during Thursday, 28th March 2024 to Wednesday, 4th April 2024 and cannot be changed once the booking has been made.
- 25) Booking of the prize must be requested at least 14 days before travel and is subject to availability.
- 26) Qantas flights specified in paragraph 22 are subject to <u>Conditions of Carriage |</u> <u>Qantas AU</u>
- 27) The Prize travel is subject to availability at the time of booking. The winner and, if applicable, their companion must travel together on all prize travel. The Promoter/s are not responsible for any cancellations or delays, and any costs incurred as a result (including, without limitation, additional accommodation costs) will be the sole responsibility of the winner.
- 28) 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 at least the equal value and/or specification, subject to any written directions from a regulatory authority.
- 29) The winner (and their companion) is responsible for all other expenses including but not limited to flights (unless specified), spending money, meals (unless specified), drinks, ground transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes, energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. The winner is responsible for ensuring that they and their travelling companion(s) are fit to travel and have received appropriate immunisations and/or health checks prior to taking the prize.
- 30) The winner and travelling companion must travel at the same time, must depart from the same capital city (nearest to the winner) and are responsible for transport from and to the capital city with a direct Qantas Airway route to Auckland, New Zealand (Sydney, Melbourne, or Brisbane) for flight departure.
- 31) A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
- 32) The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter/s may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the Promoter/s will then continue this process until the prize is awarded. The Promoter/s takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter/s. A request to modify any entry information should be directed to the Promoter/s. It is a condition of accepting any prize that the winner must comply with all the conditions of use of

the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

- 33) Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter/s may substitute the prize for another item of equal or higher value. The Promoter/s accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
- 34) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, pandemic or epidemic the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter/s may in its absolute discretion cancel the promotion, subject to any required approval of the relevant authorities.

Notification of the winner

35) The Promoter will attempt to notify the winner via email and phone (if phone number is provided) on Wednesday 20th March 2024. The Winner of the prize will be published using their first initial, surname and postcode online at Qantas Travel Insider from Friday, 5th April 2024.

Right of the Promoter to redraw

36) The Promoter/s reserve the right to redraw 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 by Tuesday, 2nd April 2024 at 11:59pm AEDT, a second draw will be conducted by the Promoter on Wednesday, 3rd April 2024 at 11:00am AEDT and placed as the original judging, subject to any written direction given under applicable law. Any winners determined in accordance with the clause will be notified by email or phone (if phone number is provided) by Friday, 5th April 2024 and published online at Qantas Travel Insider website from Friday, 19th April 2024, if applicable.

Limitation of liability and variation of terms

- 37) 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 in these circumstances.
- 38) The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the Competition and Consumer Act (2010) (Australian Consumer Law) which cannot be excluded, restricted or modified. However, the remainder of this clause will apply to the fullest extent permitted by law and the Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s (including without limitation due to attendance at an event or travel undertaken when there is any current health warning, epidemic or pandemic declared which would apply to or could be considered to impact, effect or apply to the relevant event or travel) except for any liability which

cannot be excluded by law.

Tax Implications

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

Entry details and privacy

40) Entry details remain the property of the Promoter. The name 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). Without limiting the foregoing, entrants' personal information provided in connection with the Promoter statutory authorities.

https://mediumrarecontent.com/wp-content/uploads/Medium-Rare-Content-Agency-Pr ivacy-Policy.pdf to obtain a copy.

Permit details

41) Lottery permit number: SA T24/269, ACT TP 24/00317