

## Win flights to New York + tickets to Lightscape Terms & Conditions ("Conditions of Entry")

Schedule	
<b>Promotion:</b>	Win flights to New York + tickets to Lightscape
<b>Promoter:</b>	Brisbane Airport Corporation Pty Limited ABN 54 076 870 650, 11 The Circuit, Brisbane Airport, Brisbane, QLD 4008, Australia. Ph: 07 3406 3000
<b>Promotional Period:</b>	<b>Start date:</b> 13/07/23 at 10:00 am AEST <b>End date:</b> 20/08/23 at 11:59 pm AEST
<b>Eligible entrants:</b>	Entry is only open to QLD residents who are 18 years and over.
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must, during the Promotional Period, visit <a href="https://bne.com.au/competition">bne.com.au/competition</a>, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address, phone number and state of residence) and select the tick box to opt-in to receive marketing communication from the Promoter, Brisbane Festival and Air Canada.</p> <p><b>Bonus Entries:</b> Upon completion of the entry form, the entrant will be prompted with options to gain bonus entries by referring a friend (1 bonus entry per 1 friend referred, 5 max bonus entries in totals via the referral link mechanic) OR purchasing a Lightscape 2023 ticket via <a href="https://www.brisbanefestival.com.au/whats-on/2023/lightscape">https://www.brisbanefestival.com.au/whats-on/2023/lightscape</a> (10 bonus entries).</p> <p><b>To refer a friend, the entrant may either:</b></p> <ol style="list-style-type: none"> <li>i. share the promotional post either on their Facebook feed, Twitter Feed or via eDM or Facebook Messenger by clicking on the appropriate icons prompted; OR</li> <li>ii. copy their unique referral link and share the link with a friend.</li> </ol> <p>For each friend that follows the unique referral link to access and complete the registration, the entrant (i.e. the referring friend) will receive one (1) bonus entry into the draw. The referred friend will also be eligible to win a prize.</p> <p>For the sake of clarity, individuals who complete the registration during the Promotional Period will also then receive a referral email with their own unique referral link and be able to refer subsequent friends themselves to receive a further entry into the draw.</p>
<b>Entries permitted:</b>	<p>Entrants may enter multiple times provided each entry is submitted in accordance with the entry instructions above. Maximum of sixteen (16) entries permitted per person throughout the Promotional Period. By completing the entry form, the entrant will receive one (1) entry.</p> <p>Limit of five (5) bonus entries in total permitted via referral link bonus entry method.</p>
<b>Total Prize Pool:</b>	up to AUD \$23,788.00

Prize Description	Number of this prize	Value (per prize)	Winning Method
<p>The prize is a trip to New York with Air Canada for the winner and one (1) friend which consists of the following:</p> <ul style="list-style-type: none"> <li>• return Air Canada economy class flights for 2 people from Brisbane, Australia to New York, USA (via Vancouver);</li> <li>• a AUD\$2,000 Flight Centre travel gift card, redeemable at any Flight Centre branch in Australia or online at <a href="http://www.flightcentre.com.au">www.flightcentre.com.au</a>; and</li> <li>• 2 x tickets to the Lightscapes 2023 at Brooklyn Botanic Gardens, USA.</li> </ul>	1	Up to AUD\$23,788.00 depending on date and exact point of departure	Draw: computerised random selection - 24/08/23 at 11:00 am AEST

<p>The winner will also receive: 2 x tickets to Lightscape 2023 at Brisbane Festival including the following: a VIP food &amp; beverage package at Brisbane Festival, Botanic Gardens, Brisbane City (redeemable between 31/08/23 to 08/10/23).</p>			
<p><b>Prize Conditions</b></p>	<p><b><i>Lightscares 2023 at Brooklyn Botanic Gardens, USA Tickets Prize Conditions:</i></b></p> <ul style="list-style-type: none"> <li>The exact date of the Lightscares 2023 at Brooklyn Botanic Gardens, USA will be communicated to the winner once determined.</li> </ul> <p><b><i>Tickets Prize Conditions (Lightscares 2023 at Brooklyn Botanic Gardens &amp; Lightscares 2023 at Brisbane Festival):</i></b></p> <ul style="list-style-type: none"> <li>This prize is for or relates to Lightscares 2023 at Brooklyn Botanic Gardens, USA and Lightscares 2023 at Brisbane Festival taking place from 31/08/23 to 08/10/23 (each an “Event”).</li> <li>If the winner is unwilling or unable to attend at the designated time for an Event, they forfeit that part of the prize and the Promoter is not obliged to substitute that part of the prize.</li> <li>All costs associated with travel to/from an Event are the responsibility of the winner and their guest for the prize (if complimentary flights booked with Air Canada do not coincide with the Brooklyn Botanic Gardens event).</li> <li>Event tickets are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</li> </ul> <p><b><i>Air Canada Economy Class Flights Prize Conditions:</i></b></p> <ul style="list-style-type: none"> <li>Travel must be booked by 31/08/23 and must be completed on or before by 31/03/24. Prize cannot be taken during Australian school holidays, public holidays or other peak periods or the following flight blackout dates: 13 December 2023 to 09 January 2024. If the winner is unavailable or unwilling to travel by the aforementioned date required by the Promoter, they will forfeit their right to that part of the prize and will not be awarded cash or any other alternative in lieu.</li> <li>Open-jaw, stop-overs or multi-city itineraries are not permitted.</li> <li>Flight ticket is non upgradeable for Premium Economy class or Business Class travel.</li> <li>Travel does not qualify for Aeroplan mileage accumulation or for mileage accumulation in any other frequent flyer program.</li> <li>No changes permitted to reservations once date of travel is confirmed or ticket has been issued.</li> <li>Transportation is valid on board Air Canada, Air Canada Rouge, and Air Canada Jazz, scheduled flights only and is subject to availability at time of reservation. Not valid on Star Alliance partners or codeshare services.</li> <li>Travel itinerary will be determined by the Promoter in its absolute discretion.</li> <li>Prize is subject to the standard terms and conditions of individual prize and service providers.</li> <li>The winner and his/her travel companion must depart from and return to the same departure point and travel together.</li> <li>Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.</li> <li>The prize is subject to booking and flight availability.</li> <li>The winner and his/her travel companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.</li> <li>Frequent flyer points will not be awarded and do not form part of the prize.</li> <li>Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges, applicable local air departure taxes, ground transportation, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layover, freight, excess baggage, meals and beverages, service charges, in-flight meals, entertainment, and any other expenses, costs incurred to and from the</li> </ul>		

	<p>departure point as the prize originates and terminates there, obtaining sufficient personal travel insurance prior to departure, if desired and all other ancillary costs, unless otherwise specified in the prize description, are not included.</p> <ul style="list-style-type: none"> <li>• The winner and their travelling companion are responsible for meeting all travel and health requirements for any overseas travel and obtaining and carrying all necessary travel documentation, such as passports and visas and complying with customs immigrations regulations. It is the responsibility of the winner and their travelling companion to check with all government health authorities regarding travel requirements and eligibility. The winner and their travelling companion are responsible for fulfilling any visa requirements at their own expense and any other taxation which may arise through F.B.T., etc. Any fines, penalties, expenditure or inability to travel as a consequence of not meeting such requirements are the sole responsibility of the winner and their travelling companion.</li> <li>• At certain times of the year, travel may be restricted due to heavy demand on our services. Priority will be given to passengers who have purchased a ticket. Should this occur, Air Canada does not accept responsibility for any loss or damages resulting from any interruption to your travel plans. Denied boarding compensation is not applicable.</li> <li>• The winner and their travelling companion may be held liable to Air Canada for failure to adhere to the restrictions and conditions of travel applicable to their tickets or for the fraudulent use of those tickets.</li> <li>• The Air Canada economy class flights tickets may not be distributed or sold, or otherwise used for commercial or personal gain, other than for the purpose for which it is intended. Air Canada reserves the right to modify or cancel this promotional code at our discretion. Any violation of these conditions may be subject to cancellation of the promotional code, of any booking made using this promotional code, and/or to any legal or other recourse available for the recovery of damages suffered or costs, expenses or loss incurred as a result of such prohibited use.</li> <li>• Use of the airfare tickets are subject to Air Canada’s general conditions of carriage publicly available at <a href="http://www.aircanada.com">www.aircanada.com</a>.</li> </ul> <p><b>General Prize Conditions:</b></p> <ul style="list-style-type: none"> <li>• During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.</li> <li>• The Promoter makes no representation as to the safety, conditions or other issues that may exist at any of the destinations or events forming part of the prize. It is the sole responsibility of winner to check government advisories and/or conditions regarding the safety and situation of any such destinations.</li> <li>• If the prize cannot be provided as intended due to any COVID 19 related restrictions or guidelines, the Promoter reserves the right to award an alternative prize in lieu.</li> </ul> <p><b>Voucher Prize Conditions:</b></p> <ul style="list-style-type: none"> <li>• Any ancillary costs associated with redeeming the gift card are not included. Any unused balance of the gift card will not be awarded as cash. Redemption of the gift card is subject to any terms and conditions of the issuer including those specified on the gift card.</li> </ul>
<b>Winner notification:</b>	The winner will be notified by email or phone within one (1) day of the draw. The winner will be published at <a href="http://bne.com.au/competition-winners">bne.com.au/competition-winners</a> by 25/08/23
<b>Unclaimed Prizes:</b>	Prize must be claimed by 28/08/23 at 1:00 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 29/08/23 at 12:00 pm AEST at Brisbane Airport Corporation Pty Limited, 11 The Circuit, Brisbane Airport, Brisbane QLD 4008, Australia. The winner of the redraw will be notified by email or phone within one (1) day of the redraw. The winner will be notified publicly (and their details published) at <a href="http://bne.com.au/competition-winners">bne.com.au/competition-winners</a> by 29/08/23.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and their immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Draw:
  - a) The draw will take place at Brisbane Airport Corporation Pty Limited, 11 The Circuit, Brisbane Airport, Brisbane QLD 4008, Australia at 11:00 am AEST on 24/08/23 using computerised random selection.
    - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
  - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
  - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact the winner.
7. If the winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the designated time for the Event or at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>) and the Instagram Terms of Use (<http://instagram.com/legal/terms>). This Promotion adheres to the terms and conditions set out in the Facebook and Instagram promotion guidelines which can be found at: [http://www.facebook.com/promotions\\_guidelines.php](http://www.facebook.com/promotions_guidelines.php) (Facebook) and <http://help.instagram.com/179379842258600> (Instagram). Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook and Instagram. The entrant releases Facebook and Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram.
9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification.
12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
14. Entrants' personal information will be collected by the Promoter, Air Canada and Brisbane Festival. Personal information will be stored on the Promoter's and Brisbane Festival's databases. Brisbane Festival and the Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at

<http://www.bne.com.au/privacy-policy>. Brisbane Festival's privacy policy can be found at [www.brisbanefestival.com.au/privacy-policy](http://www.brisbanefestival.com.au/privacy-policy). Air Canada's privacy policy can be found at <https://www.aircanada.com/ca/en/aco/home/legal/privacy-policy.html>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
16. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner and their travel companion may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third-party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. Unless otherwise specified, a prize is a single event for the winner (and their guest) and cannot be separated into separate events or components.
25. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.