

Fly to Fiji Competition Terms & Conditions (“Conditions of Entry”)

Schedule

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Promotion:	Fly to Fiji			
Promoter:	Brisbane Airport Corporation Pty Limited ABN 54 076 870 650, 11 The Circuit, Brisbane Airport, Queensland 4008, Australia. Ph: 07 3406 3000			
Promotional Period:	Start Date: 9/03/2022 at 11:00AM AEST End Date: 6/04/2022 at 11:59PM AEST			
Eligible entrants:	Entry is only open to QLD residents who are 18 years of age or over			
How to Enter:	<p>To enter the Promotion, the entrant must visit bne.com.au/competitions and fully complete and submit the online entry form with their personal details (first name, last name, email address and postcode) during the Promotional Period (“Initial Entry”).</p> <p>At the time of completion and submission of the Initial Entry via the online entry form, the entrant will have the option to share the Promotion via Facebook, Messenger, Twitter and/or email, in which case the entrant will earn 1 bonus entry into the draw for each time the Promotion is shared via the online entry form (“Bonus Entry”), up to a maximum of 5 Bonus Entries.</p>			
Entries permitted:	Maximum of 6 per entrant, being 1 Initial Entry and 5 Bonus Entries			
Total Prize Pool:	AUD\$19,460			
Prize Details:	Prize Description	Number of this Prize	Value (per Prize)	Winner Selection
	The prize consists of: - 2 return airfares from Brisbane, Australia to Nadi, Fiji. - AUD\$1000 Flight Centre voucher - AUD\$100 Lotte Duty Free voucher - Brisbane Airport Parking in ParkLong for up to 7 days	5	AUD\$3892	Draw: computerised random selection - 12/04/2022 at 10:00AM AEST
Other Prize Conditions:	<ul style="list-style-type: none"> • Travel must occur by 31 December 2022. Blackout dates may apply. • Spending money, meals, taxes (excluding airline and airport taxes), transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description herein, are not included. • 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. <hr/> <p>Fiji Airways Flights</p> <p>1. THE PRIZE</p> <p>1.1 The ticket prize is personal to the winner and all tickets are non-amendable, non-transferrable and non-refundable. The winner and his/her guest must travel together. Final confirmation of your flights bookings are dependent on availability and Fiji Airways does not accept responsibility for the lack of availability (if any).</p> <p>1.2 Fiji Airways reserves the right to replace the prize with an alternative prize of equal or higher value if Fiji Airways cannot provide the original prize due to circumstances beyond its control.</p> <p>1.3 The prize does not include travel insurance which is your responsibility.</p> <p>1.4 You are responsible for the payment of all taxes levied on, or in connection with, the prize and your use of it, including any taxes on your income.</p> <p>1.5 The cost of domestic travel to reach the nominated departure point is your responsibility.</p> <p>1.6 You are responsible for ensuring that you and any person travelling with you are available to travel on the specified dates, and hold valid passports, and any necessary visas and travel documents required. You both must be medically fit to travel.</p> <p>1.7 The prize is not negotiable or transferable. The prize is not eligible for mileage accrual for any Frequent Flyer Programs.</p> <p>1.8 Airline tickets are for Economy Class travel only and upgrading to a higher class by paying the fare difference is not permitted. Flight reservations must be made in advance and are subject to availability at the time of booking. A copy of your passport must be provided at the time of booking.</p> <p>1.9 Additional terms and conditions apply to the respective components of the prize provided by the competition partners and are available directly from them. These terms and conditions may include rules and restrictions about the use and availability of fares, products and services, and</p>			

conditions of carriage and may seek to limit or exclude the relevant partner's liability to you for death, personal injury, delay and loss or damage to baggage.

1.10 Fiji Airways' terms and conditions are outlined in the Fiji Airways conditions of carriage (available via www.fijairways.com), which provides general information related to booking and flying with Fiji Airways. It is important that you familiarise yourself with these conditions of carriage.

1.11 Fiji Airways accepts no liability or responsibility in connection with any booking, product or supply from any of the competition partners.

1.12 The prize may not be used in combination with any other ongoing offers/ promotions/ contests/ discounts.

2. CLAIMING THE PRIZE

2.1 In order to claim the prize you must:

(a) meet the conditions for eligibility and participation for the competition; and
(b) provide personal identification (eg. Valid passport, Driver's License, Birth Certificate) acceptable to Fiji Airways.

2.2 The prize may not be claimed by a third party on your behalf.

2.3 Fiji Airways does not accept any responsibility if you are not able to take up the prize.

3. RELEASE FROM LIABILITY

3.1 Insofar as is permitted by law, you hereby release Fiji Airways (including its directors, officers and employees) from all and any actions, claims, rights and demands, worldwide, whether or not presently known to you or to the law, whether in law or equity, that you may have against Fiji Airways (including its directors, officers and employees) arising out of or in connection with this competition. This release does not affect Fiji Airways' liability to you under the Fiji Airways conditions of carriage in connection with your flights on Fiji Airways.

4. GENERAL

4.1 Fiji Airways is not responsible for any delay in flights or transfers that occurs for reasons beyond its control.

4.2 Fiji Airways reserves the right to exclude you from participating in this competition if it has reason to believe that you have breached these terms and conditions.

4.3 Fiji Airways reserves the right to hold, void, suspend, cancel, or amend the prize and/or competition where it becomes necessary to do so.

4.4 These terms and conditions shall be governed by Fiji law, and the parties submit to the non-exclusive jurisdiction of the courts of Fiji.

Flight Centre Voucher:

- The voucher is valid for three years from date of purchase.
- Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will be forfeited and not awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
- Use of the voucher is subject to booking availability.
- Gift cards are only available in Australian currency and must be redeemed through Flight Centre Australia.
- Gift Cards may not be redeemed or exchanged for cash, travellers cheques, cash passports or any other form of currency.
- Full Gift Card Terms and Conditions can be found at <https://www.flightcentre.com.au/gift-card-terms-and-conditions>.

Lotte Duty Free Voucher

- \$100 voucher valid at Lotte Duty Free Brisbane Airport only.
- Not transferrable for cash.
- Entire amount must be spent in a single transaction, no change will be given.

Brisbane Airport Parking

- Valid for ParkLong at the Brisbane International Terminal only.
- Maximum 7 day stay.
- Not valid in conjunction with any other offer.
- Not transferrable for cash.
- Brisbane Airport Parking Terms and Conditions apply. www.bne.com.au/passenger/parking/parking-terms-and-conditions

Winner notification:	The winner/s will be notified by email within one (1) business day of the draw. The winner/s will be published at bne.com.au/competition-winners by 5:00PM AEST on 30/04/2022.
Unclaimed Prizes:	<ul style="list-style-type: none"> • The Prize must be claimed and collected by 10:00AM AEST on 27/05/2022. • If a Prize is unclaimed by this time, it will be redrawn on 30/05/2022 at 10:00AM AEST. The winner/s of the redraw will be notified by email within one (1) business day of the redraw and their details published at bne.com.au/competition-winners by 5:00PM AEST on 4/06/2021. The winner/s of the redraw must claim and collect the Prize by 10:00AM AEST on 13/07/2022 otherwise the Prize will be forfeited.

1. The entrant acknowledges and agrees 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. Valid and eligible entries will be accepted during the Promotion 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. Employees (and their immediate family members) of the Promoter, its distributors, suppliers, subsidiary companies/businesses and companies and agencies associated with the conduct of this Promotion 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.
4. The process for drawing Prizes is as follows:
 - (a) The draw will take place at the Promoter's offices at 11 The Circuit, Brisbane Airport, Queensland, 4008, Australia at the time and date and in the manner referred to in the Schedule.
 - (b) The winner of a drawn Prize is determined entirely by chance. The first valid entry/entries drawn will be the winner/s of the Prize/s specified in the Schedule above.
 - (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.
 - (d) The Promoter may draw additional reserve winners in case an invalid entry or entrant is drawn.
5. All reasonable attempts will be made to contact each winner.
6. Unless otherwise provided in the Schedule, all Prizes must be collected from the Promoter's offices at 11 The Circuit, Brisbane Airport, Queensland, 4008, Australia.
7. If any winner chooses not to (or is unable to) take their Prize or does not claim a Prize by the time specified in the Schedule, the Prize will be forfeited and the Promoter is not required to substitute the Prize.
8. The value of the Prize is accurate as at the Start Date. The Promoter accepts no responsibility for any variation in the value of the Prize after that date.
9. No part of a Prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. Any ancillary costs associated with redeeming or collecting the Prize are the responsibility of the entrant and not the Promoter.
11. Where applicable, 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 Twitter Terms of Service (<https://twitter.com/en/tos>). Any questions or comments regarding the Promotion must be directed to the Promoter, not to Facebook or Twitter. The entrant releases Facebook and Twitter and their 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 or Twitter.
12. 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) with a prize of equal or greater value and/or specification.
13. There is no fee 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.
14. The Prize will be awarded to the person named as the entrant 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.
15. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. 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, located at <http://www.bne.com.au/privacy-policy>. 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 obtains 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 the Promotion or claim a Prize. Personal information collected from entrants will be disclosed to the Promoter's data processor located in Europe and otherwise as described in the Promoter's privacy policy.

16. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
17. If a Prize is provided 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. 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 Prize will be forfeited in whole and no substitute will be offered.
21. 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 also 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.
22. 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, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
23. 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 (including where it arises 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 maximum extent allowable by law).
24. 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.
25. Unless otherwise specified, a Prize is a single prize for the winner and cannot be separated into separate components.
26. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the Prize or acceptance of the Prize.
27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.