Festival of Flight: Win a Canadian Escape Competition Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	Festival of Flight: Win a	Canadian Escape		
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: 1/07/2024 at 9:00AM AEST			
	End Date: 31/07/2024 at 11:59pm AEST			
Eligible entrants:	Entry is only open to QLD residents who are 18 years of age or over			
How to Enter:	To enter the Promotion, the entrant must visit <u>bne.com.au/winners</u> 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			
Entries permitted:	Maximum of 6 per entrant			
Total Prize Pool:	AUD\$14,175			
Prize Details:	Prize Description	Number of this Prize	Value (per Prize)	Winner Selection
	2 x Return Economy tickets from Brisbane to Vancouver, Canada on Air Canada.	1	AUD\$14,175	Draw: computerised random selection - 5/08/2024 at 10am AEST
	2 night stay in a Paradox King Guestroom with complimentary valet parking service for one vehicle at Paradox Hotel Vancouver.			
	2 night stay in a Standard Guest Room at The Douglas, Autograph Collection Hotel Vancouver.			
Other Prize Conditions:	1 x Brisbane Festival First Class Pass. Pass includes tickets to the Ultimate Night Out at Jean Paul Gaultier's Fashion Freak Show including a food and beverage package for up to eight (8) people, two (2) invitations to Brisbane Festival's Official Riverfire by Australian Retirement Trust function including a premium food and beverage package and the best view in Brisbane, tickets for four (4) people on-board a cruise on The Art Boat, including a reserved area and food and beverage package and tickets for eight (8) people to Lightscape 2024 including beverage vouchers. 1 x \$2,000 AUD Flight Centre Travel Voucher.		late for 2 manufactures.	rich and (DNE) to Vanagunar
Other Prize Conditions:	Air Canada: The prize is for return economy class tickets for 2 people from Brisbane (BNE) to Vancouver (YVR) Canada network. These Promotional Ticket(s) are valid for travel on scheduled Air Canada flights only (including, flights operated under the Air Canada Express banner and operated by Air Canada rouge). Space is subject to availability in Q (Economy) at the time of booking, and all travel is to be completed by June 30, 2025. Tickets must be booked by March 31, 2025.			
	Air Canada conditions:			

- All applicable fees, such as airport/departure taxes, security charges or other third party fees, taxes
 or charges are included.
- Once your ticket has been issued, the origin and destination cannot be changed. However, a
 change to the flight time, and/or travel date is permitted. Please go to aircanada.com, select "My
 Bookings/Flights" and make your change. A change fee per ticket may apply.
- Your ticket is not transferable, not refundable and not redeemable for cash.
- Frequent flyer mileage accumulation is not permitted.
- Stopovers or multi-city itineraries are not permitted.
- The use of eUpgrade credits is not permitted.
- Entry into the Signature Suite is not permitted.
- Promotional pass recipients 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.
- Air Canada Blackout dates: 20 June 2024 to 08 September 2024, 11 December 2024 to 12 January 2025, 19 June 2025 to 07 September 2025,10 December 2025 to 11 January 2026.

Paradox Hotel Vancouver:

- 2-night stay in a Paradox King Guestroom with complimentary valet parking service for one vehicle.
 Valid 1 September 2024 to 31 December 2025.
- Blackout restrictions: 6,7,8 December 2024, 11 December, 2024 12, January 2025, 19 June 2025 7 September 2025, 10 December 2025 11 January 2026.
- To redeem please contact: reservations.vancouver@paradoxhotels.com or 1.236.900.6001 and provide gift card number.

The DOUGLAS, Autograph Collection Hotel:

- 2-night stay in a Standard Guest Room. Valid Sept. 1, 2024, to Dec. 31, 2025.
- Blackout restrictions: 11 December 2024 12 January 2025, 19 June 2025 7 September 2025, 10 December 2025 11 January 2026.
- To redeem please contact: DOUGLASReservations@marriott.com and provide gift card number.

Brisbane Festival First Class Pass:

- Email Brisbane Festival to claim by Monday 26th August 2024.
- Non-refundable for cash value.
- All tickets will be under the winner's name at all venues and/or on door lists.
- Applicable for Brisbane Festival 2024 only and not transferable to future events.
- First Class Pass inclusions may fall on specific dates and Brisbane Festival cannot guarantee rescheduling due to availability conflicts. For avoidance of doubt, these dates are:
- Jean Paul Gaultier's Fashion Freak Show flexible subject to availability of VIP booths.
 Performance season runs Friday 30th August through to Sunday 15th September 2024, on Tuesdays through Sundays.
- Riverfire by Australian Retirement Trust Event Saturday 31st August 2024, cannot be rescheduled.
- The Art Boat flexible subject to availability of cruises. Performance season runs Friday 30th August through to Saturday 21st September 2024, on Thursdays through Sundays.
- Lightscape flexible subject to availability. Performance season runs Thursday 29th August through to Saturday 12th October 2024.

Flight Centre Voucher:

- Gift Cards are redeemable at participating FCTG retail stores located within Australia.
- Gift cards will be supplied via email.
- Unless otherwise stated on the Gift Card, Gift Cards are valid for use within 3 years from the date of issue.
- 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.
- Visit Terms and Conditions Flight Centre (fctggiftcards.com) for full 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 on the competition entry page (bne.com.au/winners) by 10am AEST on 6/08/2024.	
Unclaimed Prizes:	 The Prize must be claimed and collected by 10am AEST on 2/09/2024. If a Prize is unclaimed by this time, it will be redrawn on 4/09/2024 at 10am AEST. The winner/s of the redraw will be notified by email within one (1) business day of the redraw and their details published on the competition entry page (bne.com.au/winners) by 10am AEST on 5/09/2024. The winner/s of the redraw must claim and collect the Prize by 10am AEST on 4/12/2024 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.
- 15a. Entrants' personal information collected by the Promoter may be disclosed to Major Brisbane Festivals Pty Ltd (**Brisbane Festivals**), the organiser of the Brisbane Festival. By entering this competition, the entrant consents to Brisbane Festivals using

their personal information for marketing purposes. The privacy policy of Brisbane Festivals, which can be found at https://www.brisbanefestival.com.au/privacy-policy, contains information about how it deals with the entrants' personal information. The Promoter accepts no responsibility for any issues arising out of Brisbane Festivals' dealings of the entrants' personal information.

- 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.