

## **“AFL FOOTY SHOW JETSTAR” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years and over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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 1<sup>st</sup> cousin.
4. Promotion commences 7:00pm AEST on 19/07/18 and ends 10:00am AEST on 06/08/18 (“Promotional Period”). During the Promotional Period there will be three (3) distinct periods of entry, with each entry period commencing from 7:00pm AEST each Thursday between 19/07/18 and 02/08/18 and ends each Monday at 10:00am AEST between 23/07/18 and 06/08/18 inclusive (each an “Entry Period”).
5. Each Thursday during the Promotional Period, from 19/07/18 to 02/08/18 inclusive, a code word will be released during each broadcast of the AFL Footy Show (“Program”) that will be relevant to the Entry Period beginning from that Program broadcast.
6. To enter, eligible entrants must, during each Entry Period, visit [www.9.now.com.au/aflfootyshow](http://www.9.now.com.au/aflfootyshow), locate the promotional entry page, fill-in the entry form including their full name, contact number, valid and current email address, gender, residential address, correct and current code word and an answer to the question in 35 words or less “Why do you deserve a \$5,000 Jetstar travel voucher to see your AFL team play in the ultimate footy fan trip?” and submit the completed entry form.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries will be deemed invalid.

9. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements. Entries received in a particular Entry Period must be accompanied by the code word relevant to that Entry Period.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. The judging for entries received in each Entry Period will take place each Tuesday between 24/07/18 and 07/08/18 inclusive, at 24 Artarmon Road, Willoughby NSW 2065. Non-winning entries in each Entry Period will NOT be entered into any subsequent Entry Periods.
12. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on literary and creative merit of the answer provided to the promotional question.
13. The winner of each Entry Period will be announced during each Program broadcast between 26/07/18 and 09/08/18 inclusive.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The best valid entry in each Entry Period, as determined by the judges, will each win a \$3,000 Jetstar flight voucher and \$2,000 Jetstar hotel voucher. Total prize pool is \$5,000.
16. Any ancillary costs associated with redeeming any voucher are not included. Any unused balance of any voucher will not be awarded as cash. Redemption of any voucher is subject to any terms and conditions of the issuer including those specified on the voucher. Vouchers are valid for 6 months from date of issue. Vouchers can only be used to book domestic or international flights with Jetstar. Travel may be booked no more than 12 months in advance.
17. Total prize pool value is \$15,000. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
20. Each entrant warrants that their entry is an original literary work of the entrant that does not infringe the rights of any third party. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

21. It is a condition of entering the promotion that entrants consent to the Promoter (or its agents or licensees) using the entrant's name, as well as the name, likeness, image and/or voice (including any recording, photograph and film of the same) without remuneration during the broadcast of any Program for unlimited runs by the Nine Network Australia for the purpose of conducting the competition and/or broadcasting the Program. The inclusion of any material containing the entrant's name, likeness, image and/or voice (including but not limited to creative control of the feature) will remain with the Promoter at all times and the Promoter is under no obligation to use such material.
22. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) if any Program broadcast is cancelled or rescheduled due to any reason beyond the control of the Promoter; or (g) any prize.

26. 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 which is located at [https://login.nine.com.au/privacy?client\\_id=9nowweb](https://login.nine.com.au/privacy?client_id=9nowweb). 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 and to the State and Territory lottery departments as required under the relevant lottery legislation. 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.
27. Sponsor opt-in: The details of all Entrants who opt-in to hear from the Sponsor will be entered into a database and the Sponsor may use these Entrants' names, email address, residential addresses and telephone numbers for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee. By opting-in, Entrants confirm that they allow their details to be used for this purpose. If you would like to unsubscribe from receiving email newsletters you can do so at any time and for any reason.
28. The Sponsor is Jetstar Airways Pty Ltd 33 069 720 243.
29. The Promoter is Nine Network Australia Pty Limited, ABN 88 008 685 407 of 24 Artarmon Rd, Willoughby, NSW 2068. You can contact the Promoter in relation to the promotion by mail to this address or by telephone to (02) 9906 9999.