

ACA VIRGIN VOYAGES GIVEAWAY

Overview

ACA is inviting members of the public to tell us why they should get a free Virgin Voyages cruise. Up to five (5) respondents (“Winners”) will receive an access key to book a complementary double occupancy cabin on the Virgin Voyages’ cruise ship RESILIENT LADY departing out of Melbourne for them and one guest subject to these terms and conditions. Up to five (5) winning responses will be chosen by A Current Affair production staff member(s) in their sole and unreviewable discretion.

This contest will be conducted by Nine Entertainment Co. Pty Ltd ABN 59 122 205 065 of 1 Denison Street, North Sydney, NSW 2060 (“Promoter”). The prizes will be supplied by Enthral Pty Ltd (“Prize Supplier”).

Employees of the Promoter and Prize Supplier, as well as each of these parties’ immediate and extended family members, are not eligible to win.

Winners residing more than 200 miles from Melbourne will also receive a round trip flight (in the Australian domestic market only) for them and their guests to and from Melbourne. Winners and their guests must travel in the same cabin, and if eligible for a flight, travel on the same flight.

Response will be accepted up to 11p.m. AEST on May 27, 2022. This contest is a game of skill. Chance plays no part in the determination of any winners. Submission of a response is deemed acceptance of these Terms and Conditions.

Submitting Your Response

Responses will be on the topic of “why I should receive a free Virgin Voyages’ cruise.” Respondents must be residents of Australia. Response criteria:

- Responses must be in English.
- Response Deadline: Responses must be submitted by email to acavirgin@nine.com.au and received no later than 11:00 p.m. AEST on May 27, 2022.
- Promoter is not responsible for errors in transmission for whatever reason.
- Responses submitted prior to the publication of these terms and conditions, as well as responses submitted after their publication and before the deadline, will be considered.

Eligibility

Respondents:

- Must be a legal resident of Australia.
- Must be 18 years of age or older at the time of entry.
- Understand they will be subject to Virgin Voyages’ additional terms and conditions.
- Can only submit one entry.

Prize & Redemption

Responses will be judged based on creativity and the reason(s) articulated in the response. Winners will necessarily be based on the subjective evaluation of the designated judges. Each of the five (5) prizes consists of one (1) unique access key, which will be redeemable for a voyage for the Winner and their guest on a Virgin Voyages' sailing in a double occupancy Ltd View Sea Terrace cabin departing from Melbourne between December 11, 2023 and March 5, 2024. Taxes and fees are excluded and will be the responsibility of the Winner.

- The prize winner must redeem the access key and book their voyage before 1 July 2022.
- Prize winners cannot book voyage protection on the selected voyage.
- Prize winners may choose to upgrade their cabin category but will need to pay the difference in Voyage fare and taxes.
- Winners are responsible for any taxes and fees. Full payment of any additional cost in excess of the voucher is required at the time of booking.
- Prize winners are eligible to participate in Virgin Voyages' "Level Upgrade" program.
- Virgin Voyages standard booking policies apply.

Winners of the ACA Virgin Voyages Giveaway will receive an email from Lauren Golman from A Current Affair on or about between June 1 and June 30, 2022 to confirm the prospective Winner's winning status. The prospective Winner will be validated, and if all eligibility criteria are met, receive an access code that will allow them to book the voyage directly with Virgin Voyages. Should the Responses in total not yield five (5) suitable winning responses as determined by the designated judges, in their sole and unreviewable discretion, any amount of Winners less than five (5) may be picked, to include zero.

Winners will be subject to the terms of Virgin Voyages' Ticket Contract, available here: <https://www.virginvoyages.com/ticket-contract>.

Departure dates, these terms and conditions, and Virgin Voyages' terms and conditions, are subject to change with or without notice.

Prize includes return economy class flights to Melbourne, VIC for the winner and their guest if required. If any winner and their guest resides in Melbourne, VIC airfares will not form part of the prize.

If a prize or any part of a prize is unavailable for any reason, the Promoter will, in its absolute discretion, substitute the prize with another item of no lesser retail value.

Unless expressly stated as being included in the prize/s, all other costs and expenses associated with taking the prize/s become the responsibility of winner/s and their guest/s, including but not limited to:

- a) taxes (excluding departure and any other flight-associated taxes, where flights are included in the prize);
- b) costs associated with inoculations, passports and/or visa applications;
- c) transfers;
- d) travel insurance;
- e) spending money;
- f) meals;
- g) transport to/from an airport departure or return point;
- h) any extra sightseeing or activities; and

i) all other incidental and ancillary costs incurred by winner/s and/or their guest/s as a direct or indirect result of taking the prize.

Prizes cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.

Prizes may be transferred at the Promoter's sole discretion. If the Promoter exercises its discretion to allow a winner to transfer their prize, the transfer will be on the condition that the transferee accepts these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

All aspects of a prize must be taken together as a package. If for any reason a winner does not (or is unable to) take their prize or an element of their prize at the time stipulated by the Promoter, they forfeit their prize or that element of their prize and no compensation or substitute will be offered.

Prizes may not, without the prior written consent of the Prize Supplier/s and the Promoter, be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Prize Supplier/s may, at their absolute discretion, withdraw the prize. Where a prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered and the winner and any person who has purchased or otherwise bears that ticket will be refused entry.

Winner/s should seek independent financial advice at the winner's sole expense regarding any tax implications relating to the prize/s or acceptance of the prize/s.

Prizes cannot be used in conjunction with any other discounts or special offers.

Each prize will be awarded in the Promoter's sole discretion. The Promoter may invalidate any prize claim where the winner has breached these Terms and Conditions or otherwise failed to comply with any requirement under these Terms and Conditions.

It is a condition of accepting the prize/s that the winner/s and their guest/s must sign a legal release or releases in a form determined by the Promoter, and/or Prize Supplier in their absolute discretion.

Winners and their guest/s must ensure that they have valid documentation for travel, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination.

Winner/s and their guest/s are responsible for any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed.

Airline tickets are available on the regular scheduled services of each airline and are subject to seasonal embargoes. Flight itinerary may have to be adjusted depending on the airlines' departure city and their current flight schedule.

Frequent Flyer points are not available for any of the flights included in the prize/s, unless otherwise specified.

Airline tickets included in the Prize/s cannot be used as part-payment of another airfare.

Winner/s and their guest/s must travel at the same time. Winner/s and their guest/s must depart from and return to the same capital city airport in Australia, being the capital city airport that is closest to the winner's place of residence. Winner/s and their guest/s are responsible for transport to and from their residence to the winner's nearest capital city airport.

A credit card imprint or cash deposit may be required from winner/s and/or their guest/s for all incidental charges.

The Promoter and the Prize Supplier/s make no representation as to the safety conditions or any other conditions that may exist at any destination.

Liability and General Clauses

If for any reason any aspect of this contest is not capable of running as planned, including, without limitation, by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other cause beyond the control of the Promoter or Prize Supplier, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the contest and invalidate any affected entries, or suspend or modify a prize, as appropriate.

Any attempt to undermine the fair and legitimate operation of this contest may be a violation of criminal and civil laws. The Promoter and the Prize Supplier reserve the right to seek damages in the fullest extent permitted by law if any such attempt is made, whether that attempt results in any such damage, interference or undermining.

These Terms and Conditions are governed by the laws of New South Wales.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

These Terms and Conditions constitute the entire terms and conditions between each entrant and the Promoter and Prize Supplier with respect to the contest. The Promoter may alter, modify, or amend these Terms and Conditions, as appropriate.

The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1998. The Promoter will collect entrants' personal information in connection with this contest and will use and handle the personal information in accordance with these Terms and Conditions and the Promoter's Privacy Policy at <https://nine.com.au/privacy>. The Promoter's Privacy Policy contains information regarding:

- a) how entrants may access or correct any of their personal information collected by the Promoter; and
- b) how entrants may lodge a complaint with the Promoter for a breach of any Australian Privacy Principle (APP) or APP code, and how the Promoter will action such complaint.

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 2010,

as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 or similar State and Territory consumer protection laws (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Prize Supplier, the Promoter, their associated agencies and companies and those agencies and companies associated with or involved in the contest (including each of their respective directors, officers, employees, servants, contractors and agents past and present) exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of the contest or the prize/s.

Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter, the Prize Supplier, their associated agencies and companies and those agencies and companies associated with or involved in the contest (including each of their respective directors, officers, employees, servants, contractors and agents past and present) are not responsible for and exclude all liability (including negligence), for any personal injury or death; or any loss or damage; whether direct, indirect, special or consequential (including loss of opportunity and loss of profit), arising in any way out of:

- a) any technical difficulties or equipment malfunction (whether under the Promoter's or Prize Supplier's control);
- b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the contest, or by any technical error that may occur in the course of the contest;
- c) any delays or failures in any telecommunications services or equipment;
- d) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, unauthorised access or third party interference;
- e) any entry or prize claim that is late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted, altered, damaged or misdirected (whether after their receipt by the Prize Supplier) due to any reason beyond the reasonable control of the Prize Supplier or Promoter;
- f) any variation in prize value to that stated in these Terms and Conditions;
- g) any tax liability incurred by a winner or entrant;
- h) if a prize or any part of a prize is unavailable for any reason; or
- i) use of the prize/s.

By accepting a prize, winner/s and their guest/s agree that:

- a) if requested by the Promoter, the winner/s and their guest/s will:
 - i. provide comments about the contest and/or a photo or audio-visual clip of themselves; and
 - ii. participate in any promotional activity in connection with the contest or the prize;
- b) the Promoter may use their name, image, comments, photographs or audio-visual clips (Materials) for publicity and promotional purposes in any form of media, without reference or compensation to the winner/s and their guest/s or any other person;
- c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
- d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
- e) the winner/s and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.