

# Terms & Conditions - Secret Santa draw

## Conditions of Entry

1. Information about the Prize and how to enter forms part of these terms and conditions of entry. Entry into this promotion is deemed acceptance of these terms and conditions of entry by each entrant. Entry is permitted via Facebook only.
2. The promoter is Flight Centre Travel Group Limited, ABN 25 003 377 188 of 545 Queen Street, Brisbane, Queensland 4000 ("**Promoter**").
3. Entry is open to residents of Australia aged 18 years or older, who enter the promotion in the required manner as stated in these terms and conditions ("**Eligible Entrants**").
4. Employees of Flight Centre Travel Group Limited, its related bodies corporate, suppliers, agencies, licensees and their immediate families are not permitted to enter.

## Duration of Promotion Period

5. The promotion will commence at 1600 AEST on Monday, 30 November 2015 and will continue until 1200 AEST on Monday, 21 December 2015 ("**Promotion Period**").

## How to Enter

6. Eligible Entrants may enter only once.
7. To enter the promotion, Eligible Entrants must successfully complete the Secret Santa online entry form and tick the box to authorize email subscription to The Promoter.
8. Entries will be deemed to be accepted at the time of the Prize Winner selection.
9. Entries received will be considered final by the Promoters. Entries which are incomplete, inaccurate, erroneous, illegible, inappropriate, offensive or incomprehensible or which infringe intellectual property rights will be deemed invalid. Invalid entries include whereby the entrant has tagged an individual friend more than once per entry.
10. Entries must be received by the Promoters during the Promotion Period. The Promoter does not accept responsibility for late, lost or misdirected entries.
11. Any costs associated with accessing the promotion are the responsibility of each entrant and are dependent on the Internet Service Provider used.
12. The Promoter takes no responsibility for any variation in the value of the Prize.
13. If the Promoter is unable to provide the Prize Winner with the nominated Prize, the Promoter reserves the right to supply an alternative Prize of similar monetary value, subject to any direction of a lottery authority.
14. If the Prize Winner does not accept any element of the Prize, the Promoter is not obliged to provide the Prize Winner with a substitute Prize.

## Selection of Prize Winner

17. There will be one (1) Secret Santa Prize Winner.

18. The Prize Winner will be selected at 1200 AEST on 21 December 2015. The Prize Winner will be chosen by a random computer generated Prize Draw.
19. The Secret Santa Prize Draw will take place at 1200 AEST on the 21 December 2015 at Flight Centre Travel Group Limited Head Office, Level 2, 545 Queen Street, Brisbane QLD 4000.
20. The Secret Santa Prize Winner will be announced the same time and business day of the Prize Draw. The Prize Winner will be notified via email or phone call the same time and business day of the Prize Draw and will be requested to email [social\\_media@flightcentre.com](mailto:social_media@flightcentre.com).
21. The Promoter will not enter into correspondence regarding the result of the Prize Draw.
22. The Prize Winner will have until 1200 AEST on 21 March 2015 to claim the Prize.
23. If any Prize has not been claimed by the Prize Winner by 1200 AEST on 21 March 2015 ("the **Unclaimed Prize**"), an unclaimed Prize Draw for the Unclaimed Prize will occur at 1200 AEST on 22 March, 2015 ("**Unclaimed Prize Draw**"). The Unclaimed Prize Draw will be a random computer generated Prize draw. The winner of the Unclaimed Prize Draw will be notified by social media on the day of the Unclaimed Prize Draw.

#### **Prize Details**

24. The Prize is one (1) Flight Centre gift card.
25. The total Prize value for this promotion is \$500 AUD.
26. The Prize Winner must take the Prize as offered. The Prize is not transferable, redeemable, refundable, and cannot be sold or exchanged for cash. The Prize cannot be used in conjunction with any other offer.
27. The Prize may only be booked in an Australian Flight Centre store. The Prize and booking of the Prize are subject to the standard booking terms and conditions of Flight Centre Travel Group Limited (available at [www.flightcentre.com.au](http://www.flightcentre.com.au)) and the airline conditions of carriage.
28. The Prize must be booked by 31 January 2016 and completed by 31 October 2016 subject to availabilities.
29. The Prize Winner will be responsible for payment of any amount in excess of the Prize value.
30. Once a Prize has been booked, full amendment and cancellation fees apply to the Prize Winner as per the standard booking terms and conditions of Flight Centre Travel Group Limited (available at [www.flightcentre.com.au](http://www.flightcentre.com.au)) and the airline conditions of carriage.
31. The Prize does not include transfers, visas, travel insurance, pre/post accommodation, spending money, excess baggage, excursions/tours, optional activities, freight tipping, extension of stay, additional passengers, passports, visas or any other items not articulated in the Prize details.
32. Any passes, tickets or vouchers issued as part of the Prize are subject to prevailing terms and conditions of use and any tickets, passes or vouchers are only valid for use within the stated duration on the passes or tickets issued or the duration of the chosen Prize, whichever is earlier.

#### **General**

33. The personal information of entrants will be collected to enable the Promoter to administer and promote this promotion and to contact the Prize Winner (or, if applicable, the winner of an Unclaimed Prize Draw). Entrants agree that the Promoter may handle their personal information in accordance with the Promoter's privacy policy, which is available at: <http://www.flightcentre.com.au/privacy>. Entrants agree that the Promoter may use their personal

information for marketing purposes. If an entrant does not truthfully provide all requested personal information, the Promoter may determine that they are not eligible to win the Prize.

34. The Prize Winner consents to the use of their name, suburb of residence, image and social media name or handle for promotional and marketing purposes. The personal information of the Prize Winner and their travel companion(s) (if applicable) may be provided to others assisting, including Prize suppliers and deliverers, and to authorities that regulate this promotion.
35. All entrants who submit any entry to the Promoter: (a) grant the Promoter and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in the entry material and all other material provided by the entrant to the Promoter pursuant to this promotion at any time; and (b) represent and warrant that the exercise of the rights granted to the Promoter in these terms and conditions will not infringe the rights of any third parties; and (c) indemnify the Promoter against any loss or damage resulting from any breach of the foregoing representation and warranty.
36. By entering this competition entrants agree to allow the Promoter to repost their entry/submission on the Promoter's Facebook, twitter, instagram, vine, youtube, linkedin and pinterest accounts, the Promoter's website ([www.flightcentre.com.au](http://www.flightcentre.com.au)) and blog within the Promoter's electronic direct mail (EDM) communication pieces.
37. To the extent permitted by law, the Promoter is not responsible or liable for:
  1. inaccurate/incorrect transcription of entry information;
  2. purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, incomplete, sent with insufficient postage (where entry is by post), or sent other than as directed in the entry instructions;
  3. any problems or technical failures of any kind, including malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software;
  4. the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
  5. unauthorised human intervention in any part of the competition;
  6. electronic or human error which may occur in the administration of the competition;
  7. any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss arising in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Prize Winner and, where applicable, to any family/persons accompanying a Prize Winner; or
  8. any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this competition.
38. The Promoter will not be liable for personal injury suffered during participation in the promotion or use of the Prize, except to the extent directly caused by the Promoter's negligence. If requested by The Promoter, the Prize Winner(s), and his or her guests, must sign and return any liability release and indemnity provided by the Promoter and/or its contractors as a condition of a Prize being awarded. Failure to return the signed releases and indemnities may result in the entitlement to the Prize being forfeited and the selection of another Prize Winner.

39. These above conditions do not affect, and is not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the Prize supplied again.
40. This promotion is in no way sponsored, endorsed, administered or associated with Facebook.
41. This promotion is authorised under NSW Permit No. LTPM/15/01214.