

JETSTAR
Terms and Conditions – AU Seeking Sandmates

- 1) Information on how to enter forms part of the terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
- 2) The promoter is Jetstar Airways Pty Ltd (ABN: 33 069 720 243) of 79 Victoria Parade, Collingwood VIC 3066 telephone number (+61) 3 8668 8262 (**Promoter**).

Duration

- 3) All references to time in this document are a reference to the local time in Melbourne, Victoria, Australia on the date stated. The promotion commences at 9:00am (AEDT) on Friday, 6 December 2024 and closes at 11:59pm (AEDT) on Thursday, 19 December 2024 (**Promotion Period**).

Eligibility to enter

- 4) Entry is open only to all Australian residents aged 18 years and over, excluding directors, management, employees and their immediate families of the Promoter and its related bodies corporate and registered travel companions of employees of the Promoter and its related bodies corporate (**Eligible Entrants**).

Entry into the promotion

- 5) To enter, Eligible Entrants must, during the Promotion Period, either (a) build a Sandperson and upload a photo to their Instagram profile tagging @JetstarAustralia and #SeekingSandmates; (b) send it to @JetstarAustralia via Direct Message; or (c) post it in the comments of the relevant competition post on Facebook.
- 6) The Promoter is not responsible for any lost, late or misdirected entries.
- 7) The time of entry will be deemed to be the time the entry is received by the Promoter.
- 8) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Judging of entries

- 9) The Promoter will select ten (10) winners from the entries. Entries will be judged based on which sandpeople are the funniest, most original and creative.
- 10) Judging will take place at approximately 8:00am (AEDT) on Friday, 20 December at the offices of the Promoter. Judging will be conducted by the Promoter.
- 11) The judges' decision is final and no correspondence will be entered into. Chance plays no part in determining the winning entries.

Judging backup entries

- 12) As part of judging, the Promoter will select an additional ten (10) entries to be used as backup winners in the event that an entrant is unable to satisfy the promotion terms and condition or forfeits or does not claim a prize. For any prize that remains unclaimed on 12:00pm (AEDT) on Monday, 6 January 2025, the Promoter will award those prizes to the backup winners in the order judged by the Promoter, subject to any

written direction given under applicable law. Any winners determined in accordance with clause will be notified by Jetstar via Direct Message by 12:00pm (AEDT) on Tuesday, 7 January 2025.

The prize

- 13) The prize for each of the winners of the Facebook/Instagram competition, as determined by the Promoter, is a A\$10,000 Jetstar flight and hotel voucher. There is no variation of this prize and it cannot be substituted for cash.
- 14) The prize includes GST and taxes included in the price of the ticket. Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation, accommodation or flights or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of each prize winner. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Grant travel is subject to Jetstar's General Conditions of Carriage. In the event that an allocated ticket holder is a child who does not meet Jetstar's Independent Traveller Requirement - Children, that child must travel with an appropriate accompanying passenger.
- 15) Voucher expires 18 months from date of issue. For full terms and conditions relating to flight vouchers see <https://www.jetstar.com/au/en/credit-voucher-terms-and-conditions>.
- 16) Prize travel is subject to availability at the time of booking.
- 17) The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. The prize is not exchangeable or redeemable for cash or other goods or services. The prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accept the conditions of use of that prize.
- 18) If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

Notification of the recipients

- 19) Winners will be notified via a post from the official Jetstar Facebook or Instagram account. The winners will be asked to provide their contact details via a Direct Message (DM) from the official Jetstar account.
- 20) The prize recipient will have their Jetstar flight and hotel voucher emailed to the provided email address within 10 (ten) working days of them providing their contact details to the official Jetstar account.

Limitation of liability and variation of terms

- 21) If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations.
- 22) Subject to clause 23), the Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (**Promotion Parties**) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort and any other common law, equitable or statutory remedy (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably

be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties (except to the extent that those losses, damages, expenses, costs or personal injuries are the result of the Promotion Parties' negligence or wilful breach of these terms and conditions).

- 23) The exclusion of liability in clause 22) does not apply to limit or exclude liability:
- a) for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business; and the Promoter's Conditions of Carriage and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions; or
 - b) to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

Entry details and privacy

- 24) Entrants' personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, visit <http://www.jetstar.com/au/en/privacy-policy> to obtain a copy.

Important information and conditions about competitions on Facebook

- 25) This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to Facebook. By entering this competition, each Eligible Entrant releases Facebook from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Facebook.
- 26) At all times, Eligible Entrants agree to act in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php, and other related policies.
- 27) **At all times**, Eligible Entrants agree to act in accordance with our social media community standards, which can be viewed at <https://www.jetstar.com/au/en/social-media-community-standards>

Important information and conditions about competitions on Instagram

- 28) This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to Instagram. By entering this competition, each Eligible Entrant releases Instagram from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Instagram.
- 29) At all times, Eligible Entrants agree to act in accordance with the Instagram Terms of Use, which can be viewed at <http://instagram.com/about/legal/terms>, and other related policies.
- 30) **At all times**, Eligible Entrants agree to act in accordance with our social media community standards, which can be viewed at <https://www.jetstar.com/au/en/social-media-community-standards>

Tax Implications

- 31) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.