

JETSTAR
Terms and Conditions – Birthday Competition

- 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 12.00pm on 25 May 2021 and closes at 11.59pm on 26 May 2021 (**Promotion Period**).

Eligibility to enter

- 4) Entry is open only to Australian residents aged 18 years and over (**Eligible Entrants**), 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.

Entry into the promotion

- 5) To enter, Eligible Entrants must during the Promotion Period
 - a) Send Jetstar Australia a Happy Birthday message in the comment section of a competition related post on the Jetstar Australia Facebook page.
 - b) Send Jetstar Australia a Happy Birthday message in the comment section of a competition related post on the Jetstar Australia Instagram page.
- 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 two finalists from the entries. Entries will be judged based on the authenticity, fun and creativity of the entry.
- 10) Judging will take place at 9.00am on 27 May 2021 the offices of the Promoter. Judging will be conducted by the Promoter. (**Adjudicator**).
- 11) The judges' decision is final and no correspondence will be entered into. Chance plays no part in determining the winning.

The prize

- 12) There will be 1 prize. The maximum total prize pool value is AU\$1700, based on the recommended retail value and the exchange rate at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 13) The *first* prize is a \$1,700 flight voucher which must be redeemed within 18 months of issue.

- 14) 'How to use this Voucher' forms part of these Terms & Conditions.
- a) Booking dates will be strictly applied. Your booking must be made or change through Jetstar.com or Jetstar Contact Centre before the Expiry Date, for travel on any Jetstar flight available at the time you redeem this Voucher. If you do not redeem this Voucher within this timeframe this Voucher will expire and you will lose the value of this Voucher. If you redeem this Voucher but later change your booking on a date after the Expiry Date, you will lose the value of this Voucher. This Voucher was created on the Issue Date and expires on the Expiry Date as noted above. The 6 month booking period is calculated as 183 days from the Issue Date.
 - b) All travel is subject to availability at the time of booking, the fare rules quoted at the time of booking and the Jetstar Conditions of Carriage. The standard Jetstar fare and bundle rules apply according to the fare or fare with bundle selected when booking. Limited changes are permitted, charges apply and unless otherwise stated, airfares are non-refundable. See Jetstar.com for further details.
 - c) You must redeem this Voucher in one booking only. Any amount not redeemed in that booking will be lost and no credit will remain.
 - d) This Voucher is not transferable – it is redeemable only by the person whose name is stated on this Voucher and the person named on this Voucher must be a passenger on the booking.
 - e) This Voucher is only redeemable up to the value stated on this Voucher for Jetstar fares and bundle options, taxes, fees and other charges associated with normal Jetstar internet or telephone reservations bookings. This Voucher cannot be redeemed for Jetstar Holiday products (including accommodation, activities, transfers, parking, insurance and car hire). This Voucher must be taken as stated and no compensation will be payable if the recipient is unable to use it as stated. This Voucher is not redeemable for cash or other goods and services. Jetstar Vouchers are not refundable.
 - f) Jetstar Airways Pty Limited ("Jetstar") makes no claims in relation to weather or other conditions at the travel destination and the Voucher recipient should make their own enquiries before travel. Jetstar, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with the use of this Voucher, except for any liability which cannot be excluded by law.
 - g) Any additional travel booked in conjunction with the use of this Voucher will be subject to standard booking conditions.
 - h) Jetstar will collect information about you and any other person named in the booking so that it can issue this Voucher and, when redeeming this Voucher, can process the travel arrangements. For more information about Jetstar's privacy policy, including how to access your information, refer to Jetstar.com.
- 15) 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, flights, accommodation 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

- 16) Prize travel is subject to availability at the time of booking and prize travel is subject to availability of prize travel fares at the time of booking.
- 17) Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.

Conditions of accepting the prize

- 19) In relation to the photos and comments submitted as part of entry into this competition, the winners:
 - a) grant the Promoter a non-exclusive, royalty-free, worldwide, revocable, sub-licensable, perpetual licence to use, modify, delete from, add to, publicly display and reproduce, the comments and photos including without limitation, in any online media formats and through any social media channels, pages or accounts including JetMails (eDM's). You are able to revoke this licence at any time by contacting Jetstar in writing at ContentMarketing@jetstar.com and informing us that you no longer want us to use your photos or comment ; and
 - b) Confirm that all persons appearing in the photos and comments have consented to the winner providing it to the Promoter to be used in accordance with these terms and conditions and the Promoter's Privacy Statement, a copy of which is available at <http://www.jetstar.com/au/en/privacy-policy>.

Notification of the winners

- 20) The winners will be notified within two days of the judging by direct message on Instagram or a reply to their comment on Facebook by 29 May 2021.

Right of the Promoter to rejudge

- 21) The Promoter reserves the right to rejudge in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed at 31/05/21 5pm a second round of judging will be conducted by the Adjudicator at 9am 1/06/21 at the same time and place as the original judging, subject to any written direction given under applicable law. Any winners determined in accordance with this clause will be notified by a comments on the Facebook or Instagram entry by 3/06/21 and their names will be published in a comment on the competition Facebook or Instagram post on 3/06/21.

Limitation of liability and variation of terms

- 22) 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. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
- 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 (including negligence) 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.
- 24) 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

- 25) Entry details remain the property of the Promoter. The name and photograph of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, 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

- 26) 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.
- 27) 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.

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.

Tax Implications

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