

JETSTAR – LIVE LIKE A LOCAL COMPETITION
Terms and Conditions - Game of Skill

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.

- 1) The promoter is Jetstar Airways Pty Ltd (ABN: 33 069 720 243) of 79 Victoria Parade, Collingwood, VIC 3066 (telephone number 03 9200 7392) (**Promoter**).

Duration

- 2) 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 Wednesday 4 October 2017 and closes at 23:59pm (AEDT) on Friday 15 December 2017 (**Promotion Period**).

Eligibility to enter

- 3) Entry is open only to Australian residents aged 18 years or older (**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

- 4) To enter, Eligible Entrants must during the Promotion Period book an Airbnb through the link at www.jetstar.com/au/en/airbnb, and then visit www.jetstar.com/au/en/airbnb, locate the promotion entry form, complete all requested details including, but not limited to, full name, email address, phone number and an answer to the question "Tell us in 50 words or less how you'd use the Jetstar & Airbnb prize pack if you won?", and submit the completed form.
- 5) The Promoter is not responsible for any lost, late or misdirected entries.
- 6) Eligible Entrants will receive one entry per booking, irrespective of the number of guests on the booking. Multiple entries are permitted if accompanied by multiple bookings. Each entry must be submitted separately and in accordance with entry requirements.
- 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) Entries will be judged based on their originality and creativity on their answer to the question, "Tell us in 50 words or less how you'd use the Jetstar & Airbnb prize pack if you won?"
- 10) Judging will take place at 10:00am on Monday 18 December 2017 at the offices of the Promoter at 79 Victoria Parade, Collingwood, VIC 3066. 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 one (1) prize. The maximum total prize pool value is AU\$10,000, based on the recommended retail value at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 13) The prize is a Jetstar and Airbnb prize pack, consisting of four (4) AU\$1,000 Jetstar Flight Vouchers, and three (3) AU\$2,000 Airbnb Vouchers.
- 14) Jetstar Flight Vouchers are valid for six months from date of issue and are subject to the terms and conditions at www.jetstar.com/au/en/help/articles/jetstar-flight-rewards-voucher-terms-and-conditions. The Airbnb Vouchers can be applied only towards part or full payment of booking(s) of listing(s) on the Airbnb platform. All booking(s) must be completed (including host acceptance) within 12 months from the date of issue of the Airbnb Vouchers. If there is a balance of a booking remaining to be paid after application of the Airbnb Voucher, the winner must pay this balance with a credit/charge card. Each AU\$2,000 Airbnb Voucher can only be used on one transaction and any unused portion of the voucher will be forfeited. The winner and each companion is responsible for possessing all necessary ID, visa and other documents required for travel. The winner's and his/her companion's use of the Airbnb Vouchers and subsequent stay at the Airbnb listing is subject to the Terms of Service applicable to the Airbnb platform, available at www.airbnb.com.au/terms. If the winner cancels or shortens his/her stay at the Airbnb listing, he/she will not be entitled to any refund on the whole or any part of the value of the Airbnb Voucher.
- 15) 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.
- 16) 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.

Notification of the winner

- 17) The winner will be notified by email and by phone by Wednesday 20 December 2017.

Judging backup entries

- 18) As part of judging, the Adjudicator will select an additional two (2) 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 by 10:00am (AEDT) on Friday 5 January 2018, the Promoter will award those prizes to the backup winners in the order judged by the Adjudicator, subject to any written direction given under applicable law. Any winners determined in accordance with clause 18 will be notified by email and by phone by 10:00am (AEDT) Monday 8 January 2018.

Limitation of liability and variation of terms

- 19) 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.

- 20) The Promoter, the provider of prizes (including any entity within the Airbnb group of companies), their 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.
- 21) The exclusion of liability in clause 20 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 Promotion Parties 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 or the Promotion Parties in the ordinary course of business; and the Promoter's Conditions of Carriage and general booking conditions, and Airbnb's Terms of Service at www.airbnb.com.au/terms (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

- 22) 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 www.jetstar.com/au/en/privacy-policy to obtain a copy.

Tax Implications

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