Jetstar

Terms and Conditions - Game of Skill 尋找 Jetta 活動 條款及細則

Full Terms and Conditions:

所有條款及細則:

- 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.
 - 有關參加方法同為條款及細則的一部份。參加活動代表你確認你已閱讀及明白本條款及細則,並同意完全及無條件遵守本條款及細則。此文件的重點及標題只供參考,並不在任何方面影響詮釋。
- 2) The promoter is Jetstar Airways Pty Limited (BRN: 069720243) of 79 Victoria Parade, Melbourne VIC 3000 (telephone number +61 3 8628 3444) (Promoter). Promoter can also be contacted at Rm 1802-04, 18/F Dorset House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong
 - 推廣者為 Jetstar Airways Pty Limited (商業號碼 33 069 720 243) of 79 Victoria Parade, Melbourne VIC 3000 (電話號碼 +61 3 8668 8262) (推廣者), 推廣者也可用以下地址聯系: 香港鰂魚涌英皇道 979 號太古坊多盛大廈 18 樓 1802-1804 室
- 3) In case of any inconsistency between the English version and Chinese version of the Terms and Conditions, the English version shall prevail.

 本條款及細則備有英文及中文版本。如有歧義,以英文版本為準。

Duration

4) All references to time in this document are a reference to the local time in Hong Kong on the date stated. The promotion commences at 00:00 on Jan 6, 2020 and closes at 23:59 on Jan 10, 2020 (Promotion Period).

此文件內所有時間均以當天於當地時間、 二十四小時格式為準。活動時間為 2020 年 1 月 6 日 00:00 起至 2020 年 1 月 10 日 23:59 (「活動期」),活動期外提交的所有活動紀錄均視作無效。

Eligibility to enter

5) Entry is open only to Hong Kong residents of age 18 or above who are able to provide valid identify documents for verification of identity of winners (**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.

本活動只適用於年滿 18 歲並持有有效之身份證明文件之香港居民(**合資格參加者**)參加,推廣者的董事、管理層、員工及其直系親屬、推廣者有關之法人團體及其有關公司體系的員工及其註冊旅游夥伴均不合符參加資格。

Entry into the promotion

To enter, Eligible Entrants must during the Promotion Period screencap hidden Jetta on designed pages on Jetstar.com and complete google form (link below). A clue on where to find hidden Jetta will be released on 10:00am of each day of the event date on Jetstar Hong Kong Facebook. Link: Jan 6: http://bit.ly/jetstarHongKongday1 Jan 7: http://bit.ly/jetstarHongKongday2 Jan 8: http://bit.ly/jetstarHongKongday3 Jan 9: http://bit.ly/jetstarHongKongday4 Jan 10: http://bit.ly/jetstarHongKongday5

合資格參加者須於**活動期**內,於捷星網站上指定網頁找到隱藏的 Jetta, 並填寫 google 表格(鏈接如下)。每天早上十點 Facebook Jetstar Hong Kong 上都會有當天指定網頁的提示。 鏈接

1月6日: http://bit.ly/jetstarHongKongday1 1月7日: http://bit.ly/jetstarHongKongday2 1月8日: http://bit.ly/jetstarHongKongday3 1月9日: http://bit.ly/jetstarHongKongday4 1月10日: http://bit.ly/jetstarHongKongday5

- 7) The Promoter is not responsible for any lost, late or misdirected entries. 若有任何遺失、遲延或錯誤、無法辨識等情況, 推廣者概不負責。
- 8) Eligible Entrants can participate 1 time only per day. 每位參加者每天可參加一次。
- 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.

 推廣者有權於任何時候要求確認合資格參加者之合資格性(包括但不限於確認參加者之身份,年齡及所居地)並取消不符合參加方法者的資格。不論是否已行駛此權,推廣者均保留此權利。

Judging of entries 作品評選

- 11) For each day, the 1st, 3rd, 8th and 15th entry with right answers will win. Entries with wrong answer(s) will be discard from the ranking list. 每一天第 1,3,8,15 個獲正確答案者將獲勝。錯誤答案將從排名列表中剔除。
- 12) Judging will take place at Rm 1802-04, 18/F, Dorset House, Taikoo Place, 979 King's Road, Quarry Bay by the Promoter (**Adjudicator**), on Jan 13th 2020 評選將於 1 月 13 日在香港鰂魚涌英皇道 979 號太古坊多盛大廈 18 樓 1802-1804 室舉行. 推廣者將進行評選 (評判員)。
- The judges' decision is final and no correspondence will be entered into. Chance plays no part in determining the winning. 評判的決定為最終及並不會參與任何討論。作品評選不涉及運氣因素。

The prize

- 14) There will be 20 prizes, four prizes for each day. The Promoter accepts no responsibility for any variation in the value of the prizes. 整個推廣期內總共有 20 份, 每天 4 份。獎品價值若有浮動與推廣者無關。
- 15) Prizes are detailed as below:1st correct answer of each day: HKD\$300 Jetstar flight voucher

3rd, 8th and 15th correct answer of each day: Jetta soft toy 每天第 1 位獲正確答案者獎品詳情如下: 捷星機票禮券 HKD\$300 每天第 3,8,15 位獲正確答案者獎品詳情如下: 捷星 Jetta 毛公仔 1 個

Jetstar Flight Voucher terms and conditions, located at [https://www.jetstar.com/hk/en/help/articles/jetstar-flight-rewards-voucher-terms-and-conditions] apply.

捷星機票禮券條款細則請到 https://www.jetstar.com/hk/zh/help/articles/jetstar-flight-rewards-voucher-terms-and-conditions

- 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. 每個獎項必須按照規定進行,如果獲獎者無法按照規定使用獎品,則不予賠償。獎品不可兌換或兌換現金或其他商品或服務。除非獲得推廣者同意,否則獎品不得轉讓給任何其他人。接受獎品的條件是得獎者接受該獎品的使用條件。
- 17) 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. 若獎品(或部份獎品)不可用,除法規機構書面要求外, 推廣者保留以相同價值之獎品更換的權利。

Notification of the winner 得獎者通知

The winners will be notified by email by 5 business days after the judge and their names will be published in Facebook Jetstar Hong Kong on within 5 days after the judge. Prize winners need to contact Jetstar via email (marketingGC@jetstar.com) and provide relevant contact information within 10 days after result announcement. 得獎名單將於 5 個工作天內在 Jetstar Hong Kong Facebook 帳戶內公佈並通知得獎人士。得獎人士須在得獎名單公佈後 10 個工作天內傳送訊息到 marketingGC@jetstar.com,並提供有效聯絡方法,以作為核實身份及領取獎品安排之用。

Right of the Promoter to rejudge 推廣者重選的權利

- 19) 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 Feb 7,2020, the prize will be forfeited subject to any written direction given under applicable law. 如果參賽者無法滿足這些促銷條款和條件或者沒收或沒有獲得獎品,推廣者保留重新判斷的權利。對於在 2020 年 2 月 7 日仍然無人認領的任何獎品,除須遵守適用法律規定的任何書面指示,獎品將被視作自動放棄。
- 20) If the prize is forfeited, the 2nd/4th /9th/16th entry who got the right answer will be the winner. Winner will be notified by email by 5 business days after the judge and their names will be published in Facebook Jetstar Hong Kong on within 5 days after the judge. Prize winners need to contact Jetstar via email (marketingGC@jetstar.com) and provide relevant contact information within 10 days after result announcement. If the second winner forfeited the prize, there will be no more rejudge. 如果獎品被被視作自動放棄,那麼第 2/4/9/16 個獲得正確答案的參賽者將成為獲勝者。 得獎名單將於 5 個工作天內在 Jetstar Hong Kong Facebook 帳戶內公佈並通知得獎人士。得

獎人士須在得獎名單公佈後 10 個工作天內傳送訊息到 marketingGC@jetstar.com, 並提供有效聯絡方法,以作為核實身份及領取獎品安排之用。如果第二名獲獎者沒有獲獎,則不會再進行重選。

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. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion. 如因任何行為,忽略,事件或情况發生,而其超出推廣者的合理控制範圍及妨礙推廣者遵守此條款及細則,推廣者將不會因未能履行或延遲履行任何義務而負責。受限於適用的法例,推廣者保留取消,終止或更改此推廣的權利。
- 22) 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.

 推廣者,其有關公司體系及其人員,員工,承包商及代理人(推廣方)將不會負責任何因此推廣,此推廣的宣傳或獎品而出現的任何損失,損壞,支出,花費或個人受傷,包括但不限於違反此條款及細則,合約法或侵權法(包括疏忽)及其他普通法,公平法或法定的補救(賠償)諸如此類,包括但不限於直接,間接及相應的賠償,包括不能合理地認為是自然發生及一般地發生的賠償,雖然該等賠償曾被推廣方考慮。
- 23) The exclusion of liability in clause paragraph 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).

第二十二條對責任的豁免不會應用於限制或豁免下列責任:

- a) 關於因在一般業務提供貨品或服務而導致的個人受傷或死亡。為了消除懷疑,與此推廣無關的第三方貨品或服務,是與推廣者無關的第三方在一般業務提供,並不是推廣者在一般業務提供;不管任何對此條款及細則的相反陳述,捷星航空的運送細則及一般預訂細則(及任何該等文件裡的豁免)應用。
- b) 法例不容許在該條內限制或豁免責任(在這種情況下,責任將受限於法例所容許的最 大範圍)。

24) 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 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, a copy of which is available at http://www.jetstar.com/hk/en/privacy-policy.

參加資料為推廣者的財產。除非得獎者特別知會推廣者,得獎者的名字及照片可能會被用作推廣者的宣傳用途。參加者同意推廣者使用其就此推廣提供的個人資料以進行推廣的運作及頒贈獎品 (包括予任可適用的法定機構)及進行營銷活動。在不限制前文的原則下,參加者就此推廣提供的個人資料將會根據推廣者的私隱聲明處理。私隱聲明在http://www.jetstar.com/hk/zh/privacy-policy

Important information and conditions about competitions on Facebook 於 Facebook 競賽中的重要資料、使用條款及細則

- 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. 整個推廣均與 Facebook 無關,亦不是由 Facebook 贊助、支持或管理。參加者須明白及同意在推廣活動中所提供的資料均給予推廣者,而並非 Facebook。參加者均須同意完全放棄對 Facebook 的責任追究權利。所有有關此推廣的查詢、意見或投訴,請直接聯絡推廣者,而並非 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.
 任何時候,合資格的參加者須同意 Instagram 的使用條款(即權利與義務宣告)。如有查

詢,請瀏覽以下網頁 www.facebook.com/terms.php 或相關條款。

Tax Implications 稅項

27) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought. 任何得獎者/合資格參加者因獎品而可能引起得任何稅項付款, 推廣者概不負責。得獎者/合資格參加者官尋找個別財政建議。

CLAUSE FOR PHOTO COMPS

- 28) By providing the photos to the Promoter, the winner: 通過向推廣人提供照片/文字,得獎者:
 - a) Grants 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 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 marketinggc@jetstar.com and informing us that you no longer want us to use your photo; and

授予推廣人非獨家,免版稅,全球範圍內,可撤銷,可再許可的永久許可,以使用,修改,刪除,添加,公開展示和復制照片,包括但不限於任何在線媒體格式以及任何社交媒體渠道,網頁或帳戶(包括 JetMails(eDM)和網站)。你可以在任何時候通過以電子郵件的方式聯繫捷星,郵件地址為 marketinggc@jetstar.com, 並通知我們你不再希望我們使用你的照片;和

b) Confirms that all persons appearing in the photos have consented to the winner providing them 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/hk/en/privacy-policy. 確認出現在照片中的所有人已經同意向推廣人提供他們的相片,讓推廣人根據這些

確認出現在照片中的所有人已經问意问推廣人提供他們的相片,讓推廣人根據這些條款以及推廣人的隱私聲明使用他們,隱私政策副本可在

http://www.jetstar.com/hk/zh/privacy-policy 上獲得。