'Jetstar Birthday Trips' Instagram Competition Terms and Conditions - Game of Skill

- 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 Asia Airways Pte Ltd (BRN: 200403570D) of Singapore Changi Airport T1, PO Box 323, Singapore 918144, telephone number: 6318 0943. (Promoter).

Duration

3) The promotion period commences at 19 February 2018 and ends at 31 July 2018. For each round, judging for the 6 monthly winners is held on the first working day of each month (1 March, 2 April, 1 May, 1 June, 2 July, 1 Aug 2018) after each promotion period below, at the offices of the Promoter.

Round 1: 19 - 28 Feb 2018 Round 2: 1 - 31 Mar 2018 Round 3: 1- 30 Apr 2018 Round 4: 1- 31 May 2018 Round 5: 1- 30 June 2018 Round 6: 1- 31 Jul 2018

Eligibility to enter

4) Entry is open to residents of Singapore, Malaysia, Indonesia, Thailand and Philippines who are 18 years or older and have a public Instagram account (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 respective Round of the Promotion Period:
 - a. Follow our @jetstarasia Instagram account.
 - b. Post an original image on their public Instagram account of a Jetstar destination they have travelled to on their birthday trip in the past.
 - c. In the comment: Tell us an interesting activity or place they have visited on the trip, hashtag the name of the Jetstar destination in the photo and hashtag #jetstarbirthdaytrips

(Example : Snorkeling on my last birthday trip in #bali was awesome! #jetstarbirthdaytrips)

- 6) Eligible Entrants are permitted multiple entries, but can only win one prize.
- 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 the originality, quality and creativity of the photo taken and the tagline/comment created.
- 10) Judging will take place at 2pm on the 1st of the month after each round of the Promotion Period. Judging will be conducted by the Promoter and will take place at the offices of 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 6 prizes. The maximum total prize pool value is \$\$600. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 13) Each prize is a SGD\$100 Jetstar Flight Voucher. Jetstar Flight Vouchers are valid for six months from the date of issue and are subjected to the Voucher Terms & Conditions in the issued voucher.
- 14) Unless otherwise stated, the prize does not include travel insurance, passports, visas, and meals, taxes not included in the price of the ticket, ground transportation, or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of each prize-winner and his or her companion. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Prize travel is subject to Jetstar's General Conditions of Carriage.
- 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 accepts 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.

Notification of the winner

17) The winners will be notified by a comment on their winning post by the first working day of the following month of the promotion period. Winners will be provided with an email address to contact Jetstar Asia Marketing on collection of prize, and the winner must reply to the email address provided with the contact details by 3pm SGT within 7 days of being notified. The winner needs to claim his prize within 7 days. If the winner has not claimed his prize within 7 days of Jetstar Asia's comment, a second winner will be informed on the next working day.

Judging backup entries

18) As part of judging, the Adjudicator will select an additional 6 entries (one for each round) to be used as backup winner 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 3pm of each Round, the Promoter will award the prize to the backup winners in the order judged by the Adjudicator, subject to any written direction given under applicable law. Any replacement winners determined in accordance with clause 10 will be notified by whichever the platform that they have entered the competition.

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, 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.
- 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 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

- 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 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 www.jetstar.com/sg/en/privacy-policy.
- 23) By providing the photos to the Promoter, all Entrants:
 - a. Grant the Promoter a non-exclusive, royalty-free, worldwide, revocable, sublicensable, 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 (eDMs). You are able to revoke this licence at any time by contacting Jetstar in writing at ietstarasiamarketing@jetstar.com and informing us that you no longer want us to use your photo; and
 - b. Confirm that all persons appearing in the photos have consented to the Entrant 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/sg/en/privacy-policy.

Important information and conditions about competitions on Instagram

- 24) 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.
- 25) 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.

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.

Tax Implications

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