

QANTAS
Terms and Conditions – Points Destination Promotion

- 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 Qantas Airways Limited (ABN 16 009 661 901) of 10 Bourke Road, Mascot, NSW 2020 (telephone number 02 9691 3636) (**Promoter**).

Duration

All references to time in this document are a reference to the local time in Sydney, New South Wales, Australia on the date stated. The promotion commences at 00.01am on Monday 9 March 2015 and closes at 11.59pm on Monday 18 May 2015 (**Promotion Period**).

Eligibility to enter

- 3) Entry is open only to Qantas Frequent Flyer members residing in Australia, (**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.
- 4) If an entrant is under the age of 18, they must obtain consent from their parent or legal guardian prior to entering this competition.

Entry into the promotion

- 5) To enter, Eligible Entrants must, during the Promotion Period visit qantaspoints.com/destination and submit a 'Points Destination' following the instructions on site. Eligible Entrants can gain further entries by earning Qantas Points with Qantas Frequent Flyer partners during the Promotion Period (one additional entry per partner)
- 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.

Drawing of entries

- 9) There will be one prize draw that will take place at 2.00pm (AEST) Friday 29 May 2015 at MDSA, 15 Grosvenor Street, Neutral Bay NSW 2089 (Drawer), 5 winners will be drawn.
- 10) The winners will be determined by an automated random draw of all eligible entries. There will be one winner for each prize.
- 11) The result of the draw is final and no correspondence will be entered into.

The prizes

- 12) There are five (5) prizes of 200,000 Qantas Points (Prize).

- 13) Qantas Points may take up to 28 days to be credited to the winner's account from the draw date (or redraw date, as applicable).
- 14) The maximum notional value of each Prize is AU\$1,400, with a total prize pool of AU\$7,000 based on a sample of the Qantas Frequent Flyer reward options (Awards) that could be obtained by redeeming the Prize through the Qantas Frequent Flyer program (as more fully defined in the terms and conditions of the Qantas Frequent Flyer program available at qantas.com/terms). For example, 3,500 Qantas Points could be redeemed for a David Jones Store eGift Card with a value of AU\$25 and 997,500 Qantas Points could be redeemed for David Jones Store eGift Cards to the value of AU\$7,000.
- 15) The estimate of the maximum notional value of each Prize is provided for the purposes of information only. The maximum notional value of each Prize will vary depending on whether and how it is redeemed by a winner through the Qantas Frequent Flyer program. The maximum notional value of each Prize is correct as at 5 Feb 2015. The Promoter accepts no responsibility for any variation in the maximum notional value of each Prize.
- 16) Each Prize is awarded and must be redeemed, in accordance with and subject to the Qantas Frequent Flyer program Terms and Conditions (qantas.com/terms), the Qantas Store [Terms of Use](#) [Link to - <https://store.qantas.com/termsfuse.a2>], voucher terms and conditions (including expiry rules) and any other terms and conditions disclosed at the time of redemption.
- 17) The redemption of Qantas Points is subject to the availability of Awards that may be obtained through the Qantas Frequent Flyer program.
- 18) In the event that a Prize is redeemed for Award travel, the winners should be aware that the number of Award flight seats available is limited and availability depends on the flight, date, season and destination and some flights may not have any Award seats available. The winners will be responsible for all applicable taxes, fees and carrier charges of Award travel or accommodation booked by redeeming their prize. Taxes, fees and carrier charges vary depending on departure points, routes, exchange rates and dates of travel, are subject to change without notice and are quoted at the time of booking. Award flights must be booked at least 24 hours before scheduled departure (and other advance booking requirements may apply). Award travel is subject to the fare rules and the Conditions of Carriage of the relevant carrier. Compliance with immigration, health or other government requirements is the responsibility of the winner.
- 19) 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.
- 20) 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

- 22) The winners will be notified in writing by email within 2 business days of the draws, and their names will be published in *The Australian* newspaper on Friday 5 June 2015.

Right of the Promoter to redraw

- 23) The Promoter reserves the right to redraw 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 11.00am AEST on Monday 31 August 2015, a second draw will be conducted by the Drawer on Monday 14 September 2015 at the same time and place as the original draw, subject to any written direction given under applicable law. Any winner determined in accordance with clause will be notified in writing by email within 2 business days of the draw and their names will be published in *The Australian* newspaper on Monday 21 September 2015.

Limitation of liability and variation of terms

- 24) 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.
- 25) 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.
- 26) The exclusion of liability in clause 25 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

- 27) 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.qantas.com/privacy to obtain a copy.

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.

Permit details

- 29) Authorised under NSW Permit No. LTPS/15/01256, ACT TP15/04853, Victorian Permit No. 15/371 & SA Licence No. T15/284.