

**QANTAS HOLIDAYS SYDNEY EVENTS PROMOTION**  
**Terms and Conditions**

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.
2. The promoter is Qantas Holidays Limited ABN 24 003 836 459 of Level 10, 241 O'Riordan Street, Mascot, NSW, 2020 **(PH: 13 27 87). (Promoter)**
3. The promotion commences at 9am (AEST) on 17 September 2011 and closes at 11.59pm (AEST) on 18 March 2012 **(Promotion Period)**.
4. Entry into the promotion is open only to Qantas Holidays customers (including Viva! Holidays) who are Australian residents over the age of 18, excluding directors, management, agents, employees (and their immediate families) of the Promoter and its related bodies corporate and registered travel companions of employees of the Promoter **(Eligible Entrants)**.
5. To enter, Eligible Entrants must, during the Promotion Period, book and pay for a Qantas Holidays package including a Sydney Event Ticket. Eligible Packages include a minimum of 2 nights' accommodation and at least 1 Sydney event ticket. **(Eligible Booking)**.
6. Eligible Entrants will automatically receive one entry into the draw for each Eligible Booking.
7. Travel to and from the Sydney departure point is the sole responsibility of the winner and their travel companions.
8. The Promoter is not responsible for any lost, late or misdirected entries.
9. There will be one computerised random prize draw. The draw will take place at 2.00PM (AEST) on 21 March 2012 at the offices of Mike Da Silva and Associates (Aust.) Pty Ltd ABN 50 003 894 022 **(MDSA)** at 15 Grosvenor Street, Neutral Bay, NSW 2089 and will be conducted by MDSA.
10. The result of the draw is final and no correspondence will be entered into.
11. There will be one prize in total which will be valid for up to 2 adults and 2 children under 12 years of age travelling together.
12. The prize is valued at \$15,000 (AUD) and includes return economy airfares from Sydney to Orlando via Los Angeles (flight associated taxes are included. Travel to and from the Sydney departure point is the sole responsibility of the winner and their travel companions), return shuttle transfers airport to hotel, 5 nights' accommodation at the Hilton GVC at SeaWorld International in a 1 Bedroom Suite , and a 4 Day Pass to Universal Studios, United States.
13. The maximum total prize pool is \$15,000 (AUD) based on the recommended retail value at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prize.

14. The winner will be notified by phone and via email on 23 March 2012. The prize winner's name will also be published in *The Australian* newspaper on date 28 March 2012.
15. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. All prize elements must be taken in conjunction with the Qantas Holidays terms and conditions, and will need to take up the prize between 15 April 2012 and 15 December 2012.
16. The prize is not exchangeable or redeemable for cash or other goods or services.
17. The Promoter reserves the right to redraw in the event of a winner being unable to satisfy these Terms and Conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed on 21 June 2012, and subject to any written direction given under applicable law, the Promoter may instruct MDSA to conduct a redraw at the same place and time as the original draw on 5 July 2012. The winner will be notified by email immediately after the draw and their name will be published on qantas.com on 9 July 2012 and in *The Australian* newspaper on 12 July 2012.
  
18. Prize travel is subject to availability at the time of booking. The prize winner will not accrue any Reward Program points on the prize travel or accommodation. An upgrade cannot be purchased on airfares with cash or Qantas Frequent Flyer points.
  
19. A prize cannot be transferred to any other person, unless agreed to by the Promoter. There can be no changes made to travel arrangements once tickets are issued. The prize cannot be used in conjunction with any other offer.
  
20. If a prize or any part of a prize cannot, in the opinion of the Promoter, be provided for any reason, then the Promoter reserves the right to provide an alternative prize or part of a prize (including to an alternative destination) to the same value as that part of the prize being replaced.
  
21. The prize does not include travel insurance, passports, visas, meals, ground transportation or any other costs not specifically stated.
  
22. The prize winner will not accrue any Reward Program points.
  
23. A prize cannot be transferred to any other person, unless agreed to by the Promoter.
  
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 and 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 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).
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. 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.qantas.com.au/travel/airlines/privacy/global/en](http://www.qantas.com.au/travel/airlines/privacy/global/en).
28. Authorised under NSW Permit No. LTPS/11/07631, ACT Permit No. TP11/03367, Victorian Permit No. 11/1749 & SA Licence No T11/1766.