

## Book and Win with Qantas 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. 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 401 King St Hammersmith, W6 9NJ, telephone 0845 7747 767 (**Promoter**).

### Duration

- 3) The promotion commences at 00.01am (BST) 10 April and closes at 11.59pm (BST) 31 May 2015. (**Promotion Period**).

### Eligibility to enter

- 4) Entry is open only to residents of the United Kingdom (excluding Northern Ireland) aged 18 years or over (**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.
- 5) To ensure compliance with Northern Ireland laws, residents of Northern Ireland have been excluded as this competition allows Qantas Frequent Flyer members to receive an additional entry into the draw compared to non-Qantas Frequent Flyers.

### Entry into the promotion

- 6) To enter, Eligible Entrants must during the Promotion Period
  - a) make an eligible booking at qantas.com. An Eligible Booking includes at least one one-way or return flight to Dubai, Australia or New Zealand starting with a Qantas flight number (QF) for departure before 14 June 2015, and
  - b) complete the online entry form, including their Qantas flight booking reference.
- 7) The Promoter is not responsible for any lost, late or misdirected entries.
- 8) Entrants may enter once per eligible booking only, irrespective of the number of passengers on the booking. Eligible Entrants will receive one entry into the draw per Eligible Booking, unless they are a Qantas Frequent Flyer member and provide their valid Qantas Frequent Flyer number on the entry form, in which case, the Eligible Entrant will receive two entries into the draw per Eligible Booking.
- 9) The time of entry will be deemed to be the time the entry is received by the Promoter.
- 10) 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. Bookings cancelled or refunded before the draw will be disqualified.

### Drawing of entries

- 11) The draw will take place at the offices of the Promoter on 3 June 2015 (**Drawer**).
- 12) The result of the draw is final and no correspondence will be entered into.

### **The prize**

- 13) There will be 10 prizes. The maximum total prize pool value is £3,000, 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.
- 14) Each prize is a Qantas VIP package consisting of:
  - a) 2 tickets to Barclaycard presents British Summer Time at Hyde Park on 21 June 2015 to see Kylie Minogue perform, plus special guests including Grace Jones and CHIC featuring Nile Rodgers;
  - b) Access to the Barclaycard VIP Summer Garden with a cash bar, and premium food outlets, seating, separate toilet facilities and cloakroom;
  - c) Superior standing viewing area to watch the show.
- 15) The prize does not consist of anything other than as expressly stated and no additional costs (including but not limited to flights, accommodation, travel, spending money) form part of the prize.
- 16) 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.
- 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.

### **Notification of the winner**

- 18) The winners will be notified by phone and/or e-mail within two working days of the draw date and their names will be published on [qantas.com/bookandwin](http://qantas.com/bookandwin) within 7 days of the draw.

### **Right of the Promoter to redraw**

- 19) 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 midday 10 June 2015 a second draw will be conducted by the Drawer on 10 June 2015 at the same place as the original draw, subject to any written direction given under applicable law. Any winners determined in accordance with this clause will be notified by phone and/or e-mail by 12 June 2015 and their names will be published on [qantas.com/bookandwin](http://qantas.com/bookandwin) within 7 days of the draw.

### **Limitation of liability and variation of terms**

- 20) 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.
- 21) The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents and AEG Live (UK) Ltd being the organiser and operator of Barclaycard presents British Summer Time, Hyde Park (**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.

- 22) The exclusion of liability in clause 21 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**

- 23) 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 [qantas.com/privacy](http://qantas.com/privacy) to obtain a copy.

### **Tax Implications**

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