

## Win a holiday to Hamilton Island 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 20 July and closes at 11.59pm 30 August 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.

### **Entry into the promotion**

- 6) To enter, Eligible Entrants must during the Promotion Period
  - a) make an eligible booking on 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), 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 draws will take place at the offices of the Promoter and will be conducted by the Promoter (**Drawer**).

- 12) There will be one (1) draw per week for six (6) weeks, starting Monday 27 July with the last draw on Monday 31 August 2015. One winner will be drawn in each draw. Eligible Entrants will be only entered into the draw of the week the Promoter has received their entry.

Draw 1	20 July – 26 July	Drawn: 27 July at 12 noon
Draw 2	27 July – 2 August	Drawn: 3 August at 12 noon
Draw 3	3 August – 9 August	Drawn: 10 August at 12 noon
Draw 4	10 August – 16 August	Drawn: 17 August at 12 noon
Draw 5	17 August – 23 August	Drawn: 24 August at 12 noon
Draw 6	24 August – 30 August	Drawn: 31 August at 12 noon

- 13) The results of the draws are final and no correspondence will be entered into.

### **The prize**

- 14) There will be 6 prizes in total. The maximum total prize pool value is £35,000, based on the recommended retail value and exchange rate at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 15) Each prize consists of:
- Two (2) return economy tickets from London Heathrow via Dubai and Sydney or Melbourne to Hamilton Island, Australia
  - Five (5) nights accommodation in a Coral Sea View room at the Reef View Hotel Hamilton Island including breakfast daily, return Hamilton Island airport to hotel transfers, use of the scheduled 'Island Shuttle' service, unlimited use of catamarans, paddle skis, windsurfers and snorkelling equipment, and wifi (download limits apply).
- 16) Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation, flights, accommodation or any other costs of a personal nature, including additional incidental charges at the hotel such as mini-bar, laundry, room service and telephone calls charged to your room are at your expense. Compliance with any health or other government requirements is the responsibility of each prize-winner and 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 Qantas' General Conditions of Carriage. Accommodation is subject to the general booking terms and conditions as outlined on [hamiltonisland.com.au](http://hamiltonisland.com.au)
- 17) Prize travel and accommodation are subject to availability at the time of booking and prize travel is subject to availability of prize travel fares at the time of booking. The winners and their companions must travel together on all prize travel and will not accrue Qantas Points on any element of the prize. An upgrade cannot be purchased on airfares with cash or Qantas Points.
- 18) Prize travel and accommodation must be booked by 30 September 2015 and completed by 30 June 2016. The winners and their companions must depart from London Heathrow between 1 and 30 November 2015 or 1 and 31 May 2016. There can be no changes to travel arrangements once tickets have been issued or accommodation bookings once the reservation is confirmed.
- 19) Accommodation is subject to availability and is not available over restricted travel dates including, but not limited to, 10 December 2015 to 29 January 2016, 25 to 28 March 2016, 1 April to 17 April 2016 and 24 June to 30 June 2016.
- 20) 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. It is a condition of accepting a prize that the winner accepts the conditions of use of that prize.

- 21) 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 by phone and/or e-mail within two (2) working days of the draw date and their names will be published on [qantas.com/hamiltonisland](http://qantas.com/hamiltonisland) within seven (7) days of the draw.

#### **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 prizes that remain unclaimed at midday 1 September 2015 a second draw will be conducted by the Drawer on 1 September 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 3 September 2015 and their names will be published on [qantas.com/hamiltonisland](http://qantas.com/hamiltonisland) within seven (7) days of the draw.

#### **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 [qantas.com/privacy](http://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.