

# Competition Terms and Conditions

## “Kick to Fly” three quarter time activation - Conditions of Entry

### A. General

1. Information on how to enter this Promotion, mechanics of entry and prizes form part of these Conditions of Entry. Entry into this Promotion is deemed acceptance of these Conditions of Entry by each Entrant.
2. Entry is open to Australian residents who attend West Coast Eagles home games (**Entrants**). The Promoter is Virgin Australia Airlines Pty Ltd (ABN 36 090 670 965) of 56 Edmondstone Road, Bowen Hills, Queensland 4006.
3. The directors, officers, management and employees (and their immediate families) of the Promoter and its related bodies corporate are not eligible to enter this Promotion.
4. The Promotion commences from 4.30pm WST on 21 March until 11.59pm WST on 24 August 2018 (**Promotion Period**).

### B. Entry

5. Entrants will be automatically entered into the Promotion when they purchase a match-day ticket or membership package at a West Coast Eagles home game.
6. There is a limit of one entry per person per match for the duration of the Promotion Period.
7. At each match two Entrants will be selected to participate in the in-game promotion at three-quarter time (**Participants**). Participants will be pre-determined by the Promoter.
8. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Illegible, incomprehensible and incomplete entries will be deemed invalid. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
9. If you enter the Promotion but no longer wish to participate, please email [VAAwayTeam@virginaustralia.com](mailto:VAAwayTeam@virginaustralia.com) and you will be removed from the Promotion.
10. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.

### C. Selecting Winners

11. Participants will be escorted onto the field to the 50m mark. The first Participant will be given a football and the MC will provide an explanation of how the promotion will work. During this time, the LED perimeter signage will light up and display a maximum of twelve destinations Virgin Australia fly too. The destinations will scroll around the LED signage. The Participant will be invited to kick the football in the direction of their preferred destination and will be awarded two (2) flights to the destination that the football lands on or in front of. Participant will have 40 seconds to kick and the signage will increase in speed as time goes on. The big screens will then display a congratulatory message, with the winning destination in bold. This same process will be followed by Participant 2. All decisions of the Promoter are final and no discussions or correspondence will be entered into.

12. Entries not fully complying with these Conditions of Entry may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these Conditions of Entry, the entry will be discarded and the relevant prize will be re-awarded in accordance with the relevant clause of these Conditions of Entry as if the discarded entry had not been received.

#### **D. Prize**

13. There are two (2) prizes to be won per match. The prize consists of return airfares for two (2) people, flying Virgin Australia, in 'economy x' class from Perth, WA to the winning destination.
14. Average total prize value is \$3,000 AUD (excluding GST). The prize is not exchangeable and cannot be taken as cash.
- a) Flights are subject to Virgin Australia's conditions of carriage which are located on the Virgin Australia website at [www.virginaustralia.com](http://www.virginaustralia.com).
  - b) To redeem the flights, winners must provide their email address and contact details so the Promoter can send their prize certificates. Once the prize certificates are received, the winner can request their booking by emailing [prizewinners@virginaustralia.com](mailto:prizewinners@virginaustralia.com) the preferred flight details and reference number from Monday-Friday between 09.00-17.00 AEST. Flights are subject to availability. Prize certificates are valid for 12 months from the date of issue. The outbound flight must depart prior to the expiry date of the prize certificate. Prize certificates are valid for Virgin Australia operated flights only and not code share services. Bookings made with the prize certificate cannot be upgraded and are not valid to earn Velocity points or status credits. Any changes to bookings once ticketed will incur a \$50 change fee per guest, per change and any change is subject to availability.
  - c) If for any reason, the Winner does not, once the flights have been booked, notify Virgin Australia at least 24 hours prior to scheduled departure that they are unable to take the booked flight at the time stipulated, their prize will be forfeited and cannot be redeemed for cash.
  - d) It is a Winner's responsibility to ensure that they have requisite visas, vaccinations, valid documentation (including but not limited to valid passports and visas) which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner.
  - e) A Winner are responsible for all other expenses including spending money, meals, drinks, transfers, laundry charges, activities, incidentals, taxes, energy surcharges, gratuities, service charges, passports, visas, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
15. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination or as part of the prize.
16. The prize will be awarded to the Entrant named in the entry.

#### **E. Contacting the Entrant**

17. Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

18. By accepting the prize, Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed. Winners will not be entitled to any fee for participating in these activities.

#### **F. Intellectual Property**

19. As a condition of entering this Promotion, the Entrant warrants to the Promoter that:
- a) The entry does not infringe the intellectual property rights or moral rights of any third party; and
  - b) The Entrant has obtained permission from any third party appearing or participating in the entry.
20. As a condition of entering this Promotion, Entrants hereby assign to the Promoter, all right, title and interest in and to all intellectual property rights (including copyright but excluding moral rights) in any material created pursuant to the Entrant's participation in any aspect of the Promotion (*Works*). Entrants acknowledge that the Promoter is free to use the Works and to exercise its rights in relation thereto and the Entrant will not be entitled to any fee for such use. Such use may include social media channels, publications including our inflight magazine, television commercials. Entrants agree they may not be attributed as the author of the Works and that the Promoter may undertake any act or omission in relation to the Works, which may otherwise constitute an infringement of their moral rights.
21. The Promoter may want a Winner to participate in promotional activity after the Promotion has ended. In consideration for the Promoter awarding the prize to a Winner, the Winner permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in any media whatsoever throughout the world for an unlimited period and the Winner will not be entitled to any fee for such use.
22. The Promoter reserves the right to request that a Winner provide proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.

#### **G. Tax**

35. The Promoter will not be liable for any tax liability, including without limitation income tax, fringe benefits tax, or any liability or loss of opportunity due to reportable fringe benefits, incurred by a winner in regards to any connection with participating in the Promotion or the receipt or use of any prize.
36. The winner will be required to pay any taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on receipt or use of the prize.
37. Entrants should seek independent financial advice to ensure they understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before acceptance or use of a prize.
38. The Promoter not accept responsibility for and makes no representations about any tax liability as a result of participating in the Promotion or from receiving or using any of the prizes.
39. The other party must ensure that all promotional and marketing material prepared by the other party relating to the Promotion sufficiently notifies Entrants of the above conditions.
41. The Promoter, its agents and associate companies are not responsible for and exclude all liability (including negligence), for any variation in the prize value to that stated in these Terms and Conditions.

#### **H. Legal**

42. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in this clause. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion.
43. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
44. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to any written direction given under State Regulation.
45. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Promotion and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). The Promoter and its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and (iv) acceptance and/or use of any prize (including but not limited to any component of a Winner's trip).
46. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
47. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
48. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
49. The Promoter is collecting your personal information for the purpose of conducting the Promotion, including providing any prize to you. If the Promoter can not collect your personal information, we will not be able to enter you in the Promotion or provide you with a prize. The Promoter may also disclose your personal information to and/or collect your personal information from its related companies (including Velocity Frequent Flyer Pty Ltd and Velocity Rewards Pty Ltd) and third parties who provide (or help the Promoter provide) products and services, including Virgin Australia Holidays and West Coast Eagles. The Promoter may disclose your personal information to persons or organisations located in overseas countries, as described in the Promoter's Privacy Policy ([www.virginaustralia.com/privacy](http://www.virginaustralia.com/privacy)). The Promoter's Privacy Policy also states how you can seek to access or correct your personal information and how to make a privacy complaint. You can contact the Virgin Australia Privacy Officer in at [privacy@virginaustralia.com](mailto:privacy@virginaustralia.com).
50. You consent to the Promoter using your personal information for future promotional and marketing purposes regarding the Promoter's products and services, including contacting the entrant via SMS and email messages (and you consent to

receiving such messages from the Promoter). Information on how to opt-out from these messages is set out in the Promoter's Privacy Policy.

51. Entrant's personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.