

VIRGIN AUSTRALIA “BIG SEAT UPGRADE” PROMOTION

TERMS AND CONDITIONS

1. The Promoter is Virgin Australia Airlines Pty Ltd (ABN 36 090 670 965) of 56 Edmondstone Road, Bowen Hills, Queensland 4006 (“**Virgin Australia**”).
2. Information on how to enter and the prize form part of these Terms and Conditions.

Eligibility

3. Participation is open to all Australian residents. Employees (and their immediate families) of Virgin Australia and agencies associated with this promotion are ineligible to participate. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. To be eligible to participate, individuals must attend the Fremantle Dockers v.s Sydney Swans AFL match on Sunday 31st July 2016 at the Domain Stadium, in Perth, WA between 13:20 and 16.20 (WST) (“AFL Match”).

Prize Determination

5. Prior to the commencement of the AFL Match, Virgin Australia will pre determine a Fremantle Dockers fan bay at the Domain Stadium grandstand (the “Eligible Block”). During half time break at the AFL Match, Virgin Australia will announce (via the public announcement system and on LED screen TVs at the AFL Match stadium) which fan bay is the Eligible Block. Virgin Australia will then conduct a random manual draw, during the half time break at approximately the 12 minute mark of the 20 minute break. Each row within the Eligible Block will be included in the random draw. The first row drawn will be deemed the winning row (the “Winning Row”). The Winning Row will also be announced via the public announcement system and on LED screen TVs in the AFL Match stadium.

Prizes

6. The Prize is return airfares for two (2) people, flying Virgin Australia, in economy class from Perth WA, to Sydney or Melbourne and premium economy class from Sydney or Melbourne, Australia to Los Angeles, USA valued at up to AU\$13,000 (“Prize”). There are up to nineteen (19) seats in each row of the pre-determined Eligible Block at the Domain Stadium. Every valid entrant sitting in a single seat in the Winning Row at the AFL Match at the time of the announcement of the Winning Row will win one Prize. The Prize is in the form of one gift voucher per winner, which contains a unique booking code. Each Prize winner will be provided with a prize pack, which will include instructions on how to claim their prize using the booking code, at the AFL Match.
7. In order to win the Prize, a provisional winner must be seated in their own seat in the Winning Row at the time the announcement is made. A provisional winner must be able to provide Virgin Australia with the appropriate documentation (for example their ticket or receipt of purchase of their ticket) to prove that the seat they are sitting in is their own seat.

Virgin Australia reserves the right to request that winners provide proof of identity, proof of age, proof of residency and/or proof of ticket purchase in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of Virgin Australia. Virgin Australia may access AFL Match ticket data if required to validate the winner's ticket. If a seat in the Winning Row is vacant at the time of the announcement, or a provisional winner is unable to provide proof of their seat in the Winning Row (in Virgin Australia's sole discretion), the Prize allocated for that seat will be forfeited. Prizes will be awarded directly to winners following the winner announcement and all winner verification.

8. In order to claim the Prize, winners must accept the prize pack at the time the winners are announced. The prize pack includes these Terms and Conditions. In order to accept the Prize, winners must enter the gift voucher code online when booking flights (or provide the gift voucher code when booking over the phone with Virgin Australia's Guest Contact Centre) ("**Acceptance**"). These Terms and Conditions are deemed to be accepted upon Acceptance of the Prize.
9. Prize must be used by 31 July 2017 and is subject to booking and flight availability. Prize cannot be taken during Australian or New Zealand school holidays, public holidays or other peak periods. During the entire duration of the Prize, a nominated parent/guardian must accompany any person under 18 years of age.
10. If the winner of a Prize is under the age of 18 years, the Prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
11. The winner and their companion must depart from and return to Perth WA and travel together. Velocity Frequent Flyer Points will not form part of the Prize.
12. It is the winner's (and their companion'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 (and their companion).
13. Each Prize is flights only. The winner (and their companion) are responsible for all other expenses incurred in relation to the flight including accommodation costs, 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.
14. Virgin Australia makes no representation as to the safety, conditions or other issues that may exist at any destination or as part of the Prize.

General

15. Virgin Australia's decision is final and no correspondence will be entered into. Maximum of one (1) Prize permitted per person.

16. If for any reason a winner does not take a Prize (or an element of the Prize) by the time stipulated by Virgin Australia in these Terms and Conditions, then the Prize (or that element of the Prize) will be forfeited.
17. If any Prize is unavailable, Virgin Australia, in its discretion, reserves the right to substitute the Prize with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total Prize pool value is up to AU\$247,000. Prizes, or any unused portion of a Prize, are not transferable or exchangeable and cannot be taken as cash.
19. Winners consent to Virgin Australia and Fremantle Dockers Football Club using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by Virgin Australia. This includes any photograph, film and/or recording from the Domain Stadium, taken prior to, during and after the draw.
20. As a condition of accepting a Prize, winners hereby assign to Virgin Australia, all rights, title and interest in and to all intellectual property rights (including copyright but excluding moral rights) in any material created pursuant to the individual's participation in any aspect of the Promotion (**Works**). Winners acknowledge that Virgin Australia is free to use the Works and to exercise its rights in relation thereto and the winners will not be entitled to any fee for such use.
21. Virgin Australia reserves the right to refuse to allow a winner or companion to take part in any or all aspects of the Prize, if Virgin Australia determines, in their absolute discretion acting reasonably, that a winner or companion is not in the mental or physical condition necessary to be able to safely participate in the Prize.
22. It is a condition of accepting the Prize or participating in any marketing activity associated with the promotion, that the winner and companion may be required to sign a legal release in a form determined by Virgin Australia in its absolute discretion. In the event a winner or winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
23. Travel on Virgin Australia flights is subject to Virgin Australia's Conditions of Carriage, which are available at <http://www.virginaustralia.com/au/en/about-us/legal-policies/conditions-of-carriage/> and are subject to change. Bookings are subject to the Fare Rules applicable to your fare and are available here: <http://www.virginaustralia.com/au/en/plan/fare-types/>.
24. Prizes may not be sold or offered for sale (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original recipient or any subsequent bearer. If a Prize is sold or used in breach of this condition, the Prize may be withdrawn.
25. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders Virgin Australia's ability to proceed with the Promotion on the dates and in the manner described in these terms and conditions, including but not limited to

fraud, unauthorised intervention, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, Virgin Australia may in its absolute discretion: (a) disqualify any individual; or (b) modify, suspend, terminate or cancel the Promotion, subject to any written directions given under State Regulation.

26. 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 Competition and Consumer Act 2012 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Virgin Australia (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Virgin Australia (and its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under Virgin Australia's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Virgin Australia) due to any reason beyond the reasonable control of Virgin Australia; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) if the AFL Match is delayed, postponed or cancelled for any reason beyond the reasonable control of Virgin Australia; (f) any tax liability incurred by a winner; or (g) taking of a Prize and participation in a Prize.
28. Virgin Australia reserves the right in its sole discretion to disqualify any individual who Virgin Australia has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this promotion. Any individual disqualified under this clause is prohibited from any further participation in the competition. Virgin Australia's legal rights to recover damages or other compensation from such an offender are reserved.
29. Virgin Australia 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.
30. Virgin Australia 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.
31. Prizes are non-refundable, non-transferrable and cannot be redeemed for cash or used for travel on another airline. If for any reason a winner does not take the flight, then the flights will be forfeited and will not be redeemed for cash.
32. If there is a dispute as to the identity of a winner, Virgin Australia reserves the right, in its sole discretion, to determine the identity of the winner.

33. The Promoter is collecting your personal information provided by you for the purpose of conducting the Promotion, including providing any Prize to you. Entry into promotions run by the Promoter is conditional on providing this information. The Promoter may disclose your personal information to promoters of the Promotion and to the Fremantle Dockers Football Club. The Promoter may also disclose your personal information to and/or collect your personal information from its related companies and third parties who provide (or help the Promoter provide) products and services, some of whom may be located overseas. The Promoter may disclose your personal information to persons or organisations located in Germany, India, Ireland, Israel, Malaysia, the Netherlands, New Zealand, Singapore, The Philippines, UK and USA. The Promoter's Privacy Policy (www.virginaustralia.com/privacy) 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 at privacy@virginaustralia.com.
34. 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.
35. Winner's personal information may be disclosed to State and Territory lottery departments as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to Virgin Australia.