

Economy Class Flights Competition Terms and Conditions

This Schedule, together with the below Terms of Entry, constitute the terms and conditions for the Promotion. Please read the Terms of Entry attached to this Schedule which applies to this Promotion.

1.	Promotion	Win 2 x Return Economy Class Flights on Nauru Airlines*. *Subject to exclusions noted in Items 9 and 10 of this Schedule and clause 7 of the Terms of Entry.
2.	Promoter	Nauru Air Corporation trading as Nauru Airlines (ABN 54 074 712 351) Level 2, 99 Creek Street, Brisbane City, QLD, 4000, Australia www.nauruairlines.com.au
3.	Promotion Period	Entry to the Promotion commences at 3:00pm AEST Wednesday 5 December 2018 and closes at 11:00pm AEST Wednesday 19 December 2018.
4.	Eligible Entrants	Entrants must be 18 years of age or over. If the Winner wishes to travel with a companion under 18 years of age, a parent and/or guardian may be required to accompany the minor at their own cost or provide written permission for the minor to travel with the Winner.
5.	Maximum Number of Entries	Eligible Entrants may only submit one (1) entry to the Promotion. If an entrant is found to have entered the Promotion more than once, all entries submitted by the entrant will be voided and the entrant will not be eligible to win the Promotion.
6.	Entry Method	During the Promotion Period, an Eligible Entrant must complete the online form on the Nauru Airlines website. Entrants must answer the following question: "In 25 words or less, describe your perfect island vacation and who you would take with you!"
7.	Judging	All valid entries will be individually reviewed and judged by representatives of the Promoter (in the Promoter's absolute discretion) based on the Judging Criteria by 5:00pm AEST Thursday 20 December 2018.
8.	Judging Criteria	All valid entries will be judged on their originality, creativity and suitability or as otherwise specified by the Promoter (in the Promoter's absolute discretion).
9.	Prize	There is one (1) x Prize to be won, comprising of: <ul style="list-style-type: none"> • Two (2) x return Economy Class flight tickets on Nauru Airlines to and from a destination of the Winner's choice within the below routes on the current Nauru Airlines network: <ul style="list-style-type: none"> ○ Brisbane, Australia; ○ Nauru, The Republic of Nauru; ○ Tarawa, The Republic of Kiribati; ○ Nadi, Fiji; ○ Majuro, Republic of the Marshall Islands ○ Pohnpei, Federated States of Micronesia; and ○ Honiara, Solomon Islands. • The Prize excludes return flights from Brisbane, Australia to Nadi, Fiji and from Nadi, Fiji to Brisbane, Australia. • The Prize excludes transport to/from the Airport departure/return point. • Note, a return flight is a flight to a destination and back to the original departure point.
10.	Prize Restrictions	The Prize must be redeemed by the winner within one year of the winner being notified that they are the winner of the Promotion. The Prize is not redeemable for cash or transferable. The winner must travel on one of the prize tickets. Both the winner and their companion must travel together. All travel must be completed by any dates specified by the Promoter and is subject to availability of flight and seat class. The Prize cannot be taken during the following periods: <ul style="list-style-type: none"> • 1 December 2018 to 1 January 2019 • 1 December 2019 to 1 January 2020
11.	Total Prize Value	The maximum total prize value is up to the value of approximately AUD \$4,500 (including taxes) based on the recommended retail value at the time of printing.
12.	Notification of Winners	The winner will be notified by email by 5:00pm AEST on 20 December 2018. The winner will also be published on our website and / or social media channels. The winner must personally claim the Prize by following the steps in the Prize Claim notification email on or before the Prize Claim Date.
13.	Prize Claim Date	5:00pm AEST on 20 January 2019.
14.	Prize Delivery	Tickets will be delivered by email or post (at the Promoter's option).
15.	Unclaimed Prizes	If the Prize is not claimed by the Prize Claim Date, a new winner will be chosen by the Promoter (in its sole and absolute discretion) based on the Judging Criteria by 5:00pm AEST on 7 February 2019.

Economy Class Flights Competition Terms of Entry

1. Schedule and Terms of Entry

- (a) These Terms of Entry must be read together with the Schedule for this Promotion which defines certain terminology used in these Terms of Entry. By entering the Promotion entrants accept these Terms of Entry.
- (b) To the extent of any inconsistency between the Schedule and these Terms of Entry, the Schedule prevails.

2. Eligible Entrants

- (a) **Eligible States and Territories.** Entry is open only to Eligible Entrants as set out in the Schedule.
- (b) **Associated persons and entities.** Directors, officers, management, employees and other staff (and their immediate families) of the Promoter and its related bodies corporate, or of the agencies or companies engaged by the Promoter in connection with the Promotion are ineligible to enter.
- (c) **Correct Information.** Entrants must only register in their own name. Any entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed invalid.
- (d) **Proof.** The Promoter may require entrants to provide proof of eligibility, including (without limitation) proof of identity, age or residency (to the Promoter's satisfaction). If the entrant fails to promptly produce such proof that entrant will be ineligible for the Promotion.

3. Entry Method

- (a) **Promotional Period.** To enter the Promotion, entrants must follow the Entry Method during the Promotion Period. Entries must be received by the Promoter during the Promotion Period. Entrants may submit up to the Maximum Number of Entries.
- (b) **Online Entry.** There is no charge payable or purchase required in order to enter the Promotion. However, costs associated with accessing any website in order to enter remain an entrant's responsibility.
- (c) **Social Media Entry.** If this Promotion is conducted or involves entry via a social media platform, the following will apply:
 - (i) entry must be submitted by the individual entrant;
 - (ii) entrants must ensure their security settings on their account allow the Promoter to contact them in the event the entrant is the Winner;
 - (iii) use of social media platforms is subject to the terms and conditions of use of that platform;
 - (iv) entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by any social media platform. The winner is solely responsible and liable for the content of their entries and/or posts and any other information they transmit to other internet users; and

- (v) to the extent permitted by law, the winner and their companion (if any) agree to release any and all social media platforms (and their associated agencies and companies) used in conjunction with this Promotion, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by the winner and their companion in respect of the Promotion.

- (d) Any form of automated entry using any bot, app, device or software is invalid. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the entrant.

4. Judging and Judging Criteria

- (a) Chance plays no part in determining winners of this Promotion. Each valid entry will be judged by representatives of the Promoter based on the Judging Criteria. The Prize/s will be awarded to the Eligible Entrant(s) (as applicable) which best meets the Judging Criteria, as determined by the judges. The judges' decisions are final, and no correspondence will be entered into in relation to their decisions.
- (b) Entries that, in the Promoter's opinion, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid. This includes, but is not limited to, any entry which the Promoter consider to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion (in the Promoter's sole and absolute discretion).
- (c) Once an entry is submitted, entrants acknowledge that the entry may not be withdrawn, altered or deleted (except where required or agreed by the Promoter).

5. Use of Entries and Publicity

- (a) By entering this Promotion, an entrant consents to their name, image, location, content of their entry and any other information submitted to the Promoter being published in any form of media by the Promoter and no consideration will be paid to the entrant.
- (b) Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner.

6. Intellectual Property Rights

- (a) Each entry must not include or make reference to the intellectual property rights of any person (including but not limited to logos, drawings, cartoons, phrases, trademarks, copyrighted material, marks that identify a brand or third party materials) unless the entry is submitted with the written consent of the owner of the applicable intellectual property rights. Failure to do so may, in the Promoter's sole absolute discretion, result in the entry being deemed invalid.

- (b) All entries and materials submitted to the Promoter in connection with this Promotion in any form become the property of the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:
- (i) consent to the Promoter using their entries or materials in any manner it sees fit, including exploiting, making copies of or publishing the whole or any part of their entry, to publicise this Promotion, the Promoter or for any other purposes;
 - (ii) warrants that their entry is not, and its use by the Promoter (or its prize supplier and promotional partners) will not be, in breach of any third party intellectual property rights;
 - (iii) expressly consent pursuant to the moral rights provisions of the *Copyright Act 1968* (Cth) to the Promoter having unfettered right to treat their entry in any manner at its sole discretion, to alter their entry in any manner and to the Promoter (or its promotional partners) not attributing authorship of their entry to the entrant; and
 - (iv) will, at the Promoter's reasonable request and at the Promoter's cost, at all times do all things (including signing all documentation) necessary to give full effect to the requirements of this clause.

7. Prize

- (a) **General.** The Prize and Total Prize Value are specified in the Schedule.
 - (b) **No transfers or exchanges.** The Prize must be taken as offered and cannot be varied. No prize is transferable or exchangeable, nor can it be redeemed for cash (unless otherwise indicated). In the event for any reason a winner does not take an element of any Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited and cash or credit will not be supplied.
 - (c) **Variation in Prize value.** The Promoter accepts no responsibility for any variation in Prize value.
 - (d) **GST and taxes.** The Prize includes GST and taxes that are included in the price of the ticket. The Promoter accepts no responsibility for any tax or other financial implications that may arise from accepting a Prize. Independent financial advice should be sought.
 - (e) **Delivery.** Prize Delivery will occur as per the Schedule.
 - (f) **Travel dates.** Travel must be undertaken in accordance with the Prize Restrictions set out in the Schedule.
 - (g) **Travel subject to availability.** Any travel component of the Prize is subject to availability of flight and seat class. All costs associated with the travel Prize which are not specified to be included in the Prize, including but not limited to any transfer costs (including transport to and from the airport), meals, taxes, insurance and all other ancillary costs, are the responsibility of the winner and their companion/s (if applicable).
 - (h) **Valid and current passport.** The winner and their companion (if any) must hold a current passport with at least six (6) months validity from the travel date of the Prize. The winner and their companion must provide a copy of their passports at the time of winning. Failure to comply may result in the winner forfeiting the Prize as determined by the Promoter in its sole discretion.
- (i) **Travel insurance, visas and vaccinations.** The Winner and any travelling companions (if applicable) are responsible for obtaining travel insurance, all necessary visas and travel documents to the relevant country and any vaccinations. The Winner should consult the Embassy or Consulate of that jurisdiction for up-to-date information. If the winner and/or their companion is unable to obtain a relevant visa or travel document, and/or is refused entry into the relevant country, the winner may forfeit the Prize, in the sole discretion of the Promoter and Promoter will have no liability whatsoever.
 - (j) **Cancellation, changes, delays, rescheduling etc.** The Promoter is not responsible for any cancellation, changes, delay or rescheduling of events, travel, activities and flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner and its companions.
 - (k) **Organising travel and transfers.** Unless otherwise specified in the Prize section above, it is the winner's responsibility to organise transport to/from the airport departure/return point.
 - (l) **Credit card and expenses.** Any accommodation, spending money, meals, activities and any other ancillary costs not listed in the Prize section above are the sole responsibility of the winner and companion (if any).
 - (m) **Amendments and alterations to travel.** Any travel component of the Prize can only be amended or altered in the Promoter's sole discretion. Where permitted, the winner is responsible for all applicable change fees.
 - (n) **Travel components taken together.** The prize winner and their companion must travel together. All components of the travel Prize must be taken together when offered or are forfeited.
 - (o) **Missed flights, etc.** If the winner and/or their companions miss any of the arranged flights or any other travel component, the winner will forfeit that component of the Prize and will be responsible for the any additional costs or expenses (including any costs under the Conditions of Carriage). The Promoter will not be responsible for any such additional costs or expenses.
 - (p) **Conditions of Carriage.** The Prize is subject to Promoter's Conditions of Carriage, a copy of which is available on the Nauru Airlines website at: <https://www.nauruairlines.com.au/wp-content/uploads/2017/02/ConditionsofCarriage.pdf>.

8. Notification of Winners

The Winner/s will be notified as stated in the Notification of Winners section of the Schedule.

9. Prize Claim Date

If any Prize is not claimed by the Prize Claim Date, the Promoter reserves the right to award the relevant Prize/s to the next best valid entry or entries (as applicable) which meet the Judging Criteria, as determined by the judges, that has not already received a Prize. If a Prize is no longer capable of being redeemed, the new winner/s will receive a Prize, as determined by the Promoter, of equivalent value (as if the

original Prize had been awarded to that person, less any administrative expenses incurred by the Promoter).

10. Limitation of Liability and Variation of Terms

- (a) 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 have no liability to any person. The Promoter reserves the right (subject to applicable law) to cancel, terminate or modify or suspend this Promotion.
- (b) 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.
- (c) The exclusion of liability in clause 27 does not apply to limit or exclude liability:
 - (i) 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 of Entry; or
 - (ii) 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).

11. Conduct of Promotion

- (a) **Unforeseen Events.** If for any reason any aspect of this Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including, but not limited to, the effects of weather, safety or operational requirements, obligations imposed by any government entity, war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may, in its sole discretion, cancel, terminate, modify or suspend the Promotion, invalidate any affected entries and/or, if

necessary, provide an alternative prize to the same value as the original Prize.

- (b) **Amendment of Promotion.** Without limiting any other paragraph, the Promoter may at its sole discretion amend any aspect of this Promotion or of these Terms of Entry from time to time, subject to applicable laws.
- (c) **Currency.** Unless the contrary intention appears, a reference in these Terms of Entry or the Schedule or in any advertisement relating to this Promotion to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
- (d) **Compliance with Terms of Entry.** If an entrant is unable to or refuses or fails to take part in any element of this Promotion or an entrant or entry is deemed not to comply with these Terms of Entry, that entrant's entry to the Promotion will be invalid.

12. Personal Information

- (a) **Privacy Policy.** A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected in connection with this Promotion may be accessed on the Promoter's website at: <https://www.nauruairlines.com.au/privacy-policy/>. By entering and participating in the Promotion in the manner required, entrants agree to the collection and disclosure of their Personal Information in accordance with this policy, as amended from time to time and the Collection Statement set out in clause 12(b) below.
- (b) **Collection Statement**
 - (i) When you enter a Nauru Airlines competition, we collect personal information from you. If you win one of our competitions, or where we are required by gaming and lottery legislation, we may collect additional information from you.
 - (ii) The primary purpose for collection of your personal information is to enable administration of the competition you have entered, including identity/entry verification and contacting winners for prize fulfilment.
 - (iii) We may also use your personal information for certain secondary purposes, such as promoting and marketing the services of Nauru Airlines and our partners; to conduct research and planning of Nauru Airlines' marketing strategies; send you direct marketing and other promotional materials about Nauru Airlines' services (and those of our related bodies corporate or third party clients/partners) that we believe you may be interested in; to comply with any law, rule or regulation (including the Privacy Act 1988 (Cth)); and for any other purpose identified in our Privacy Policy.
 - (iv) We may disclose your personal information to third parties, including authorities responsible for regulation of gaming and lotteries (and other agencies or parties required by law).
 - (v) Names of competition winners may be published in accordance with competition terms and conditions, or as required by applicable legislation.

- (vi) Failure to provide personal information (or providing incomplete or incorrect personal information) may result in you being unable to enter a competition.
- (vii) If you have any questions, comments or complaints about how we handle your personal information, you may contact our Privacy Officer.
- (a) **Third Party Personal Information.** Each entrant must ensure that any other person whose personal details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Promotion has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.

Personal Information has the meaning given in the Privacy Act 1988 (Cth).