

Flybuis Jan 2020 Competition Terms and Conditions

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 with a valid Velocity Frequent Flyer membership and valid flybuis membership account aged 18 years and over (**Entrants**). Velocity Frequent Flyer Members who are not linked but are set up in family pooling and receiving Velocity Points from linked beneficiaries are not eligible to enter this Promotion.
3. The Promoter is Velocity Frequent Flyer Pty Ltd (ACN 601 408 824) of registered address 56 Edmondstone Road, Bowen Hills, Queensland 4006
4. The directors, officers, management and employees (and their immediate families) of the Promoter and its related bodies corporate and agencies associated with this Promotion are not eligible to enter this Promotion. The Promotion commences at 00:01 am AEST on 23 January 2020 and ends at 11:59pm AEST on 14 February 2020 (**Promotion Period**).

B. Entry

5. Entrants will be automatically entered into the Promotion when they:
 - a. successfully link their Velocity Frequent Flyer and flybuis accounts during the Promotion Period by visiting flybuis.com.au/velocity and completing the link process (Linking Entry Method). Once complete the Entrants will receive one entry into the Promotion. Entrants who have linked prior to 23 January 2020 are ineligible to receive entries in the Promotion by the linking entry method. Each account may only be linked once during the Promotion Period and each Entrant is limited to one entry by this Linking Entry Method; or
 - b. transfer flybuis points to their Velocity Frequent Flyer account during the Promotion Period (Transferring Entry Method). Every 2,000 flybuis points transferred from the Entrant's flybuis account to the Entrant's Velocity Frequent Flyer account is equal to one entry into the Promotion. Linked households may transfer a minimum of 2,000 flybuis points (equivalent to 870 Velocity Frequent Flyer Points) and a maximum of 138,000 flybuis points (equivalent to 60,030 Velocity Frequent Flyer Points) per calendar year. flybuis points can only be transferred in increments of 2,000. flybuis points transferred for Velocity Frequent Flyer Points will be credited to the linked Velocity account. An entry into the Promotion is generated and deemed accepted as at the time and date that the Entrants flybuis points are deducted from their flybuis account within the Promotion Period. To check if and when points were deducted from the Entrant's flybuis account, login to flybuis.com.au and refer to the processed date on the Entrant's account activity. An Entrant's flybuis account must remain linked to Velocity until Thursday 4 June 2020 to be eligible.
6. 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.
7. If you enter the Promotion but no longer wish to participate, please email competition@velocityfrequentflyer.com and you will be removed from the Promotion.

8. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.
9. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

C. Drawing Winners

10. The draw will be conducted on Monday 2 March 2020 at 2:00pm at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina, NSW 2250. All decisions of the Promoter are final and no discussions or correspondence will be entered into by the Promoter. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible Entrant is drawn.
11. Winners will be notified by email within two (2) business days of the relevant draw. The first prize Winner will also be notified by phone within two (2) business days of the relevant draw. Winners names will be published on the [Promoter's website](#) on Wednesday 4 March 2020.
12. Entrants can only win once.
13. A draw for any unclaimed prizes may take place on Tuesday 2 June 2020 at the same time and place as the original draw, subject to any directions from a regulatory authority.
14. A redrawn Winner, if any, will be notified by email within two (2) business days of the draw. The name of any re-draw Winner will be published on the [Promoter's website](#) on Thursday 4 June 2020.
15. 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.
16. This is a game of chance and skill plays no part in determining the outcome.

D. Prize

17. There are 201 prizes to be won. The first valid entry (first prize Winner) drawn will win 2,020,020 Velocity Points (valued at \$64,049.41). The next 200 valid entries (second prize Winners) drawn will win 2,020 flybuys points each (valued at \$10.10 AUD each).
18. Total prize value is \$66,069.41 AUD (excluding GST). The prizes are not exchangeable, transferrable and cannot be taken as cash.
 - a. The first valid entry drawn will win 2,020,020 Velocity Points which may be redeemed for goods and services with a maximum value of \$64,049.41. Velocity Points will be allocated to the Velocity Member's Account only. Value is based on a sample of Velocity Points options that could be obtained by redeeming the prize through the Velocity Frequent Flyer program at the time of this Promotion (as more fully defined in the terms and conditions of the Velocity Frequent Flyer program which can be viewed [here](#)). The estimate of value is provided for the purposes of licensing this promotion only – the value of Velocity Points will vary depending on how and when they are redeemed by the winners through the Velocity Frequent Flyer program.
19. **The following additional terms apply for the Velocity Points Prize:**
 - a. The Points will be credited to the Velocity Member's Account within six (6) weeks of the relevant draw.
 - b. Use of points is subject to the Velocity Members Terms and Conditions, which are located on the Velocity Frequent Flyer website at: <https://www.velocityfrequentflyer.com/content/TermsConditions>

- c. Velocity Points can be redeemed through the Velocity Frequent Flyer program in several ways, in accordance with the terms and conditions of the Velocity Frequent Flyer program and Velocity Frequent Flyer Rewards Store.

20. The following additional terms apply for flybuys points Prizes:

- a. flybuys points prizes will be subject to the flybuys terms and conditions, available at <https://www.flybuys.com.au/about/#/flybuys-terms-and-conditions>.
 - b. flybuys points prize will be added to the flybuys member account linked to the winner's Velocity membership account within five (5) weeks after the relevant draw date.
21. If any prize (or part of any 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.
22. The prize will be awarded to the Entrant named in the entry.

E. Contacting the Entrant

23. 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.
24. Entrants consent to the Promoter 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 the Promoter.
25. Subject to the unclaimed prize draw clause, if for any reason a Winner does not take a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
26. The Promoter reserves the right to request that a Winner provides 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.

F. Intellectual Property

27. 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.
28. 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.

G. Tax

29. 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, an Entrant, their employer and/or another party in regards to any connection with participating in the Promotion or the receipt or use of any prize.
30. Entrants, the Winner and/or another party 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.
31. 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.
32. The Promoter does 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.
33. 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.
34. 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 Conditions of Entry.

H. Legal

35. 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. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
36. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
37. 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.
38. 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.
39. Nothing in these Conditions of Entry limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition 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; (iv) any variation in prize value to that stated in these Conditions of Entry; and (v) acceptance and/or use of any prize (including but not limited to any component of a Winner's trip).

40. 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.
41. 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.
42. The personal information provided by entrants for this Promotion will be disclosed to Virgin Australia Airlines Pty Limited and its related companies for the purposes of conducting the Promotion, including providing any prize to you. If Virgin Australia cannot collect your personal information, it will not be able to provide you with a prize. Virgin Australia 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 Virgin Australia provide) products and services related to a prize. Virgin Australia may disclose your personal information to persons or organisations located in overseas countries, as described in Virgin Australia's Privacy Policy (www.virginaustralia.com/privacy). Virgin Australia'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.
43. 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.
44. 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.

Authorised under NSW Permit No. LTPS/19/40937, ACT Permit No. TP19/04915, SA Permit No. T19/2152