

## Game of Chance

### 9 Million Points Competition **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 are Velocity Frequent Flyer members and 18 years of age or older (**Entrants**). The Promoter is Velocity Frequent Flyer Pty Ltd (ACN 601 408 824) of registered address 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 at 00:01 AEST on 3 June 2019 and ends at 23:59 AEST on 11 June 2019 (**Promotion Period**).

#### **B. Entry**

5. Entrants will automatically receive one (1) entry (each an **Entry**) into the Promotion when they: (1) purchase a Virgin Australia (marketed and operated flight) or book an Eligible Virgin Australia Holidays package during the Promotion Period (**Eligible Flight**); and (2) enter a valid Velocity membership number at the time of making an Eligible Flight booking.
6. Velocity membership numbers added after an Eligible Flight has been made will not be eligible to win.
7. To receive an Entry into the Promotion, Entrants must ensure their Velocity account contains either a valid contact number or email address.
8. An Eligible Flight is a Virgin Australia marketed and operated flight booked during the Promotion Period or a Virgin Australia Holidays package. The package must include a minimum of flights and accommodation and be booked between 3 June 2019 and 11 June 2019 (Promotion Period). Eligible Virgin Australia Holiday packages exclude AFL Travel, Supercars Travel and Mystery Breaks booking.
9. If Entrants cancel their Eligible Flight before the Winners are drawn, the Entrant will not receive an Entry into the Promotion.
10. There is a limit of one (1) prize per person, but multiple Entries can be made during the Promotion Period.
11. 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, corrupted or mislead entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
12. If you enter the promotion but no longer wish to participate, please email [competition@velocityfrequentflyer.com](mailto:competition@velocityfrequentflyer.com) and you will be removed from the Promotion.
13. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.

#### **C. Drawing winners**

14. The draw will be conducted at 12:00pm AEST on **19 June 2019** at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina, NSW 2250.
15. The Winners (a **Winner**) will announced on the Promoter's website after 12:00pm AEST on the 21<sup>st</sup> June. The Winners will be notified after 12:00pm AEST on **21 June 2019** directly by phone or email where further contact information and details may be requested including, but not limited to, full name, phone number, email address and residential address.
16. If the prize is not claimed within 90 days of publication, a redraw will be conducted. If required, the redraw will be conducted on 18 September 2019 at 12:00pm AEST at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina, NSW 2250.
17. A redrawn winner will be notified by phone within in one (1) day of the draw, and in writing within five (5) days of the draw. The name and address of the re-draw Winner will be published on the Promoter's website after 12:00pm AEST on **20 September 2019**.
18. 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 with the relevant clause of the Conditions of Entry as if the discarded entry had not been received.
19. All decisions of the Promoter are final and no discussion or correspondence with be entered in to.
20. This is a game of chance and skill plays no part in determining the outcome.

#### **D. Prize**

21. There are nine Prizes to be won. A Prize is one (1) million Velocity Points.
22. Average total prize value is \$333,000 AUD (excluding GST). The prize is not exchangeable and cannot be taken as cash.
23. The Velocity Points will be credited to the account linked to the Velocity membership number the Entrant entered at the time of making an Eligible Flight booking.
24. Use of Velocity Points is subject to the Velocity Members Terms and Conditions, which are located on the Velocity Frequent Flyer website at:  
<https://experience.velocityfrequentflyer.com/member-support/terms-conditions>.
25. The prize will be awarded to the Entrant named in the Entry.

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

26. 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.
27. 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**

28. If this Promotion requires an Entrant to create any written material, imagery or sound recordings, the provisions in this Section F apply.
29. 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.
30. 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. 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.
  31. 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.
  32. 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.

#### **G. Tax**

33. 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 the any other relevant party in regards to any connection with participating in the Promotion or the receipt or use of any prize.
34. Entrants, the Winner and/or any other relevant 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.
35. 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.
36. 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.
37. 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.
38. 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**

39. 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.

40. 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.
41. 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.
42. 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 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).
43. 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.
44. 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.
45. 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.
46. 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 Virgin Australia Airlines Pty Ltd and Velocity Rewards Pty Ltd) and third parties who provide (or help the Promoter provide) products and services, including Virgin Australia Holidays. The Promoter may disclose your personal information to persons or organisations located overseas countries, as described in the Promoter's Privacy Policy (<https://www.velocityfrequentflyer.com/content/Privacy/privacy->

policy/). 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). The Promoter is also collecting your personal information for the purposes of signing you up to membership of Velocity Frequent Flyer. Please read our "Privacy Statement – Velocity Membership Join" and our Privacy Policy located at <https://www.velocityfrequentflyer.com/content/Privacy/> for more information about how we will handle this information.

47. 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.
48. 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.

Permit numbers: **[LTPS/19/34534, TP19/03310, T19/735]**