

Terms & Conditions

Star Alliance Australia 25th Anniversary Competition for Australian Travel Agents Only

INTRODUCTION

The following Terms and Conditions ('Terms') apply to the "Star Alliance Australia '25th Anniversary Competition' ('Competition'), which is promoted by the Star Alliance Australian Steering Committee. Information on how to enter the Competition and the prizes on offer forms part of these Terms of entry. Entry into the competition is deemed acceptance of these Terms.

1. WHO IS THE PROMOTER?

The "Promoter" is **Walstar Solutions Pty Ltd**, mailing address **Level 5, 117 York Street Sydney NSW 2000 ABN 651 359 545**. All decisions made by the Promoter in all matters regarding this Competition are final and no correspondence will be entered into. For further information, email coordinator.au@staralliance.com.

2. WHO IS ELIGIBLE TO PARTICIPATE?

The Competition is open to permanent residents of AUSTRALIA only, who are 18 years of age or older. All entrants must be individuals currently employed by a Travel Agency with an Australian ACN. Employees, officers and directors of the Promoter, Star Alliance member airlines, their families, subsidiaries and affiliated companies, agencies and suppliers are not eligible. Entries are void where prohibited or restricted by federal, state or local laws. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. By entering the Competition, participants agree to these Terms, which are final and binding in all respects.

3. ENTRY LIMITATIONS

No purchase is necessary to participate in this Competition. A total of two entries are permissible per person – one entry in week one of the Competition, and one entry in week two.

4. COMPETITION PERIOD

The Competition will commence at 12 noon AEST on 1 August 2022 and will conclude at 23.59pm AEST on 12 August 2022 ("Competition Period"). Entries received after the conclusion of the Competition Period will not be considered. The computer of the Promoter is the official timekeeper for this Competition. The Promoter accepts no responsibility for any late, lost or misdirected entries or for entries that are not successfully completed for any reason, which include, but are not limited to, technical problems with the Promoter's website and network congestion.

5. ENTRANT AGREEMENT

By entering the Competition, participants are deemed to understand, accept and be bound by these Terms. Participants must retain these Terms for future reference. Any entry that is made on behalf of a participant by a third party will be invalid. Should a participant's contact details change during the Competition period, it is the participant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

All entry information becomes the property of the Promoter and will not be returned. The Promoter reserves the right to verify all entries. The Promoter is not responsible for late or misdirected submissions. Please see Paragraph 24 for details of our policy regarding personal information collected in connection with this Competition.

6. HOW THE CAMPAIGN MECHANISM WORKS AND WHERE IT IS ACCESSIBLE

To enter the Competition, eligible employees of Australian registered and domiciled travel agencies must, within the Competition Period, correctly answer five questions on Star Alliance. Two sets of five questions will be posted: one in the first week, and one in the second week. Agents can enter the competition twice if they

answer both sets. Entries will be collected by *Travel Daily* and must be received by 23:59 AEST 12 August 2022.

7. PRIZE DESCRIPTION

Competition Prize: A total of 25 winners will be chosen from the competition entries, each receiving a Visa gift card valued at \$200.

8. HOW AND WHEN A WINNER IS SELECTED (IF APPLICABLE) AND NOTIFIED

The competition will close on 12 August 2022. Entries will be judged by the Star Alliance Country Coordinator on behalf of the Star Alliance Australian Country Steering Council. The first 15 correct entries in week one, and the first 10 entries in week two, will each receive a prize. The winners being announced in *Travel Daily* on Monday 22 August 2022. The decision of the Star Alliance Country Coordinator will be final, and an email will also be sent to all winners. The prize must be claimed within 14 days of notification.

9. PRIZE LIMITATIONS

- (a) Winners must accept the prize as stated or the prize will be forfeited.
- (b) If, for any reason, a winner refuses their prize or does not use the prize in its entirety before the Expiry Date, then the prize will be forfeited without further compensation.

10. WINNER RESPONSIBILITIES

The Terms of this competition do not supersede the internal policies of the Winner's employer / organization / entity regarding receipt of prizes. Prizes cannot be redeemed for cash. The Promoter reserves the right to amend, cancel, modify, or offer an alternative prize of equal value at any time, if it is not possible to award the respective prize.

11. PRIZE SUBSTITUTION

No substitutions or exchanges (including for cash) of the Competition Prize will be permitted, except that the Promoter reserves the right to substitute a prize of equal or greater value for any prize if the intended Competition Prize becomes unavailable for any reason beyond the Promoter's reasonable control.

12. PROMOTER RIGHTS

At any time during the Competition, the Promoter reserves the right, at its sole discretion, to disqualify and remove any participant for any failure to observe the Terms including, but not limited to, cases where the Promoter believes the participant to be engaged in any kind of illegal or inappropriate behavior. In the event that a Winner is disqualified, their prize will be forfeited and may be awarded to an alternative Winner selected by the Promoter.

13. WAIVER

By entering the Competition, and subject at all times to Clause 17 [PROMOTOR LIABILITY SPECIFICATION TERMS], participants release to the fullest extent permissible by the applicable laws, the Promoter, Star Alliance Services GmbH, the Star Alliance member carriers and any of their respective parent companies, subsidiaries, affiliates, directors, officers, employees and agencies (collectively, the "Released Parties") from any liability whatsoever, and waive any and all causes of action related to any claims, costs, injuries, losses or damages of any kind, whether consequential or otherwise, arising out of or in connection with this Competition or delivery, wrongful delivery, acceptance, possession, use of or inability to use the Competition Prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injury, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under contract, tort (including negligence), warranty or other alleged cause of action.

Regardless of any reason whatsoever, the "Released Parties" are not responsible and takes no responsibility for Entries that have not been completed before the closing date and time of the Competition due to interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), website, failed computer, or technical failure whatsoever, or other errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of registration information. Neither the Promoter nor "Released Parties" are responsible for any incorrect or inaccurate information whatsoever utilised in this Competition and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure. The Promoter also reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of the Competition. The Promoter is not responsible for damage to a computer belonging to a participant or any other person in relation to or resulting from by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorised intervention,

fraud, technical failures or any other causes which, in sole opinion of the Promoter, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Competition, and determine winners from those entries received, or as otherwise deemed fair and equitable by the Promoter.

14. ENTRANT AGREEMENT TO PUBLICITY ACTIVITIES

By entering this Competition, except where legally prohibited, the Prize Winner grants (and agrees to confirm that grant in writing) permission to the Promoter and those acting under its authority the right to the use of his/her name, and statements, at any time or times, for advertising, trade, publicity and competition purposes without additional compensation, in all travel related media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

15. PROMOTOR'S RIGHT TO CHANGE TERMS & CONDITIONS

The Promoter may, at any time, at their sole discretion and without prior notice, amend or modify these Terms and may also suspend, interrupt, terminate or discontinue this Competition at any time (as it may reasonably deem necessary due to circumstances beyond its control) without notice or liability to anyone. This applies in particular in the event of any circumstances that disrupt the Competition or prevent it from proceeding as planned.

16. EXCLUSION OF LIABILITY

Neither the Promoter, nor Star Alliance Services GmbH, nor the Star Alliance member carriers, shall be liable in any way to any party for any loss or damage arising in connection with this Competition, for any reason whatsoever, including, but not limited to, any illegible, lost, delayed or incomplete entries, error in computing, any breakdown or malfunction in any computer system / equipment and any notice which is misdirected or lost.

17. PROMOTOR'S LIABILITY SPECIFICATION

By entering this competition participants acknowledge that the Promoter, its prize sponsors, directors, officers, employees, agents and contractors shall not be liable:

- (a) to the maximum extent permitted by the law; and
- (b) for medical expenses incurred no matter under what circumstances; and
- (c) for any damage, loss, liabilities, injury, costs, expenses or claims suffered by participants as a result of entering into this Competition or accepting and utilising the respective prize; and
- (d) for any failure to comply with its obligations where the failure is caused by something outside its reasonable control or any other circumstances amounting to force majeure.

18. PROMOTOR'S LIABILITY SPECIFICATION TERMS

Nothing in these Terms limits or excludes, or will be deemed to limit or exclude, the Promoter's liability for fraudulent misrepresentation, death or personal injury caused by its negligence or liability that may not otherwise be limited or excluded by law.

19. WINNER ANNOUNCEMENT SPECIFICATIONS

In terms of Clause 9, the Winners of the Competition Prize will be publicly announced no longer than 30 days after the end of the Competition. His/her name will be displayed in *Travel Daily* on the day or day after this announcement, or on another day as determined by *Travel Daily*.

20. DATA PRIVACY

All data, including personal data submitted by competition participants, is supplied voluntarily. Personal data is collected by the Star Alliance Country Steering Committee and participants consent to the collection and use of this data by the Star Alliance Country Steering Committee for the purposes set out in these Terms. Participant personal data will be deleted three months after the end of the Competition. By entering the Competition, each participant agrees that the Promoter and its agents may use this information for future communication, Competition and marketing purposes. This information will not be disclosed or passed on to any organisation other than related bodies and agents of the Promoter. If a participant no longer consents to their details being used for future marketing purposes or wishes to update or modify their details, the participant should contact the Promoter.

21. GOVERNING LAWS AND JURISDICTION

By entering this competition, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, participant's rights and obligations, or the rights and obligations of the Promoter in connection with the Competition, shall be governed by, and construed in accordance with, the

laws of Australia, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the local courts located in Sydney, New South Wales, Australia.

DATE: 29 July 2022