## WIN a Family Holiday to the Whitsundays Promotion Terms & Conditions ("Conditions of Entry")

WIN a family holiday to the Whitsundays			
Cairns Airport Pty Limited ABN 18 132 228 221, PO BOX 57, Airport Administration Centre, Cairns, Queensland 4870, Australia Ph: 07 4080 6703			
Campaign Start Date: 22 <sup>nd</sup> April 2024 at 4:00PM AEST			
Campaign End Date: 28th April 2024 at 11.59PM AEST			
Prize must be fully redeemed prior to 28 <sup>th</sup> February 2025.			
Entry is open to Australian residents who are 18 years of age or over and excludes Ineligible Entrants.			
To enter the Promotion, the eligible entrant must visit the 'WIN a family holiday to the Whitsundays' web page and complete the online entry form with their contact details (first name, last name, email address and postcode) during the Promotional Period.			
One entry permitted per entrant.			
AUD \$3,300			
Prize Description	Number of this Prize	Value (per Prize)	Winner Selection
<ul> <li>Return economy class flights for four (4) people from Cairns to Proserpine with Skytrans</li> <li>15kg luggage allowance per person</li> <li>Three (3) nights' accommodation in a Two Bedroom Premium Deluxe Cottage at BIG4 Adventure Whitsunday Resort</li> <li>Free Cairns Airport Parking for the duration of your trip</li> </ul>	1	Approx. AUD\$3,300	Random selection – 1/5/2024 at 10:00AM AEST
<ul> <li>Subject to these Conditions of Entry, the Promotion Winner must be one of the travellers.</li> <li>Extensions on the Prize Validity Period are not available.</li> <li>Preferred dates of travel are a preference only and are subject to availability.</li> <li>BIG4 Adventure Whitsunday Resort</li> <li>Prize is valid to the 28/2/2025, not valid during school holidays or long weekends. Subject to availability.</li> <li>Three (3) nights' accommodation in a two (2) bedroom premium deluxe cottage</li> <li>Prize is not transferable, redeemable for cash and cannot be on-sold.</li> <li>This portion of the Prize is for accommodation only and access to waterslides, kids adventure playground, swimming pool etc. Does not include meals, transport or spending money.</li> <li>BIG4 Adventure Whitsunday Resort Terms &amp; Conditions, General Terms and Conditions and Privacy Policy apply.</li> <li>Must present prize voucher at time of check-in.</li> <li>Skytrans Flight Booking Conditions:         <ul> <li>Return flights for two (2) adults and two (2) children under the age of 16 years old, travelling together from Cairns to Proserpine.</li> <li>Including one 15kg bag per passenger.</li> <li>Booking must be made a minimum of 30 days before departure.</li> <li>The Lead passenger must be the Promotion Winner.</li> <li>After flights are booked, the Promotion Winner cannot make a name change if one or more passengers can no longer travel. The only option would be to cancel and re-book flights, which remain subject to validity and the Prize Validity Period.</li> </ul> </li> </ul>			
	Cairns Airport Pty Limited ABN 18 132 22 PO BOX 57, Airport Administration Centry Ph: 07 4080 6703  Campaign Start Date: 22nd April 2024 at Campaign End Date: 28th April 2024 at 1 Prize must be fully redeemed prior to 28 Entry is open to Australian residents who Entrants.  To enter the Promotion, the eligible entry Whitsundays' web page and complete the last name, email address and postcode) of One entry permitted per entrant.  AUD \$3,300  Prize Description  Whitsundays Family Holiday Prize Package:  Return economy class flights for four (4) people from Cairns to Proserpine with Skytrans  15kg luggage allowance per person  Three (3) nights' accommodation in a Two Bedroom Premium Deluxe Cottage at BIG4 Adventure Whitsunday Resort  Free Cairns Airport Parking for the duration of your trip  Subject to these Conditions of Entry, Extensions on the Prize Validity Perice Preferred dates of travel are a preference of the Prize is valid to the 28/2/2025, not vavailability.  Three (3) nights' accommodation in Prize is not transferable, redeemable This portion of the Prize is for accomplayground, swimming pool etc. Doe BIG4 Adventure Whitsunday Resort Privacy Policy apply.  Must present prize voucher at time of Skytrans Flight Booking Conditions:  Return flights for two (2) adults and together from Cairns to Proserpine.  Including one 15kg bag per passenge.  Booking must be made a minimum of the Prize is not transferable.	Cairns Airport Pty Limited ABN 18 132 228 221, PO BOX 57, Airport Administration Centre, Cairns, Queen Ph: 07 4080 6703  Campaign Start Date: 22nd April 2024 at 4:00PM AEST  Campaign End Date: 28th April 2024 at 11.59PM AEST  Prize must be fully redeemed prior to 28th February 2025.  Entry is open to Australian residents who are 18 years of Entrants.  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BIG4 Adventure Whitsunday Resort Terms & Conditions, General Terms Privacy Policy apply.  Must present prize voucher at time of check-in.  Skytrans Flight Booking Conditions:  Return flights for two (2) adults and two (2) children under the age of 11 together from Cairns to Proserpine.  Including one 15kg bag per passenger.  Booking must be made a minimum of 30 days before departure.

	Skytrans Conditions of Carriage and Privacy Policy apply.		
	Prize is not transferable or redeemable for cash. This portion of the Prize is for flights only		
	and does not include accommodation, meals, transfers or spending money.		
	Cairns Airport Parking Booking Conditions:		
	Booking must be made a minimum of 30 days before departure.		
	Please enter promotional code indicated on the voucher when booking.		
	Prize is not transferable or redeemable for cash.		
	Cairns Airport Parking Terms & Conditions and Privacy Policy apply.		
Winner notification:	The winner will be notified by email or phone within two (2) business days of the draw which will take place on 1 May 2024 at 10:00AM AEST.		
Unclaimed Prizes:	The Prize must be claimed by 12:00PM AEST on 3 May 2024.		
	If a Prize is unclaimed by this time, it will be redrawn on 7 May 2024 at 3:00PM AEST. The winner		
	of the redraw will be notified by email or phone within one (1) business day of the redraw. The		
	winner of the redraw must claim the Prize by 12:00PM AEST on 9 May 2024 otherwise the Prize		
	will be forfeited.		

- 1. The entrant acknowledges and agrees that they have read these Conditions of Entry (including the Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and the Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- 2. Valid and eligible entries will be accepted during the Promotion Period. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 3. Employees (and their immediate family members) of the Promoter, its distributors, suppliers, subsidiary companies/businesses and companies and agencies associated with the conduct of this Promotion are not eligible to enter ("Ineligible Entrant"). 'Immediate family member' 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. The process for drawing the Prize is as follows:
  - a. The draw will take place at the Promoter's premises at Cairns Airport, Level 2, Airport Administration Centre, Airport Ave, QLD 4870 Australia at the time and date and in the manner referred to in the Schedule.
  - b. The winner of the drawn Prize is determined entirely by chance. The first valid entry drawn will be the winner of the Prize specified in the Schedule.
  - c. If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day.
  - d. The Promoter may draw additional reserve winners in case an invalid entry or entrant is drawn.
- All reasonable attempts will be made to contact the winner.
- 6. Unless otherwise provided in the Schedule, the Promoter will email the Prize to the winner to their email address stated on their entry (or such other email address advised by the winner to the Promoter). The Prize is deemed to be collected by the winner when the Promoter receivers an automated message confirming delivery or one (1) hour after the time sent (as recorded on the device from which the Promoter sent the email). The Promoter and winner may agree to some other form of collection of the prize, in the Promoter's absolute discretion.
- 7. If any winner chooses not to (or is unable to) take their Prize or does not claim the Prize by the time specified in the Schedule, the Prize will be forfeited and the Promoter is not required to substitute the Prize.
- 8. The value of the Prize is accurate as at the Start Date. The Promoter accepts no responsibility for any variation in the value of the Prize after that date.
- 9. No part of a Prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
- 10. Any ancillary costs associated with redeeming or collecting the Prize are the responsibility of the entrant and not the Promoter.
- 11. Where applicable, the Promoter may communicate or promote the Promotion on its social media. Any questions or comments regarding the Promotion must be directed to the Promoter, not to the social media platform. The entrant releases Facebook, Instagram and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.
- 12. If the Prize (or portion of the Prize) is unavailable the Promoter reserves the right to substitute the Prize (or that portion of the Prize) with a prize of equal or greater value and/or specification.

- 13. There is no fee to enter the Promotion. There is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website via their internet service provider.
- 14. The Prize will be awarded to the person named as the entrant and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
- 15. Entrants' personal information will be collected by the Promoter and will be shared with Skytrans and BIG4 Adventures Whitsundays Resort. Personal information will be stored on the Promoter's database and may be stored on the databases of Skytrans and BIG4 Adventures Whitsundays Resort. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the *Privacy Act* 1988 (Cth) and its privacy policy, located at <a href="mailto:cairnsairport.com.au/home/privacy-policy">cairnsairport.com.au/home/privacy-policy</a>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws—and how such complaints will be dealt with. The Promoter obtains personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter the Promotion or claim a Prize. Personal information collected from entrants will be disclosed to the Promoter's database.
- 16. Entrant's personal information collected by the Promoter and shared with Skytrans and BIG4 Adventures Whitsundays Resort and is held by Skytrans and BIG4 Adventures Whitsunday Resort in accordance with their own terms and conditions and privacy policies. Participants should satisfy themselves of the conditions of which such information is held by Skytrans and BIG4 Adventures Whitsunday Resort.
- 17. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
- 18. As the Prize is booked with third parties, the Prize is subject to the terms and conditions of the third-party Prize supplier and the provision of the Prize is the sole responsibility of the third party and not the Promoter and include the Other Prize Conditions set out in the Schedule. The terms and conditions which apply to the Prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to book the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
- 19. Nothing in these Conditions of Entry restricts, excludes, or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
- 20. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, pandemic or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject to State or Territory regulation.
- 21. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry and/or identity, the Prize will be forfeited in whole and no substitute will be offered.
- 22. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are also not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
- 23. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
- 24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (including where it arises from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any Prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
- 25. All expenses outside of the stated Prize are at the cost and are the responsibility of the winner. For clarity, the winner may have to expend money in order to claim and use the Prize.
- 26. The Promoter accepts no responsibility for the Prize once they have been collected by the winner including for any changes or cancellations of arrangements booked by using the Prize.

- 27. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
- 28. Unless otherwise specified, a Prize is a single prize for the winner and cannot be separated into separate components.
- 29. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the Prize or acceptance of the Prize.
- 30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.