



TRAVEL DAILY – TRAVEL BULLETIN AND TRAVEL DAILY – EMIRATES 20TH YEAR PROMOTION FOR AUSTRALIA Terms & Conditions

This promotion (the “**Promotion**”) is brought to you by **Travel Daily “Travel Daily”** and hosted via the print edition of **travelBulletin** and promoted online in **Travel Daily**.

These terms and conditions together with the general terms and conditions are applicable to this promotion entry. By entering the Promotion, you guarantee that you have the authority to accept these Terms and you agree to be bound by the Terms.

In the event of any dispute regarding the Terms, results and all other matters relating to the Promotion, **Travel Daily’s** decision will be final and binding and no correspondence or discussion will be entered into.

The Promotion commences at 00:01 AEDST on 1 June 2016 and closes at 23.59 AEDST on 31 July 2016 (“**Promotion Period**”)

Qualifying Entrants

On the date of entry you must be at least 18 (eighteen) years of age.

The Promotion is void in countries where it is prohibited by law. Individuals located in a country restricted by applicable controls and sanctions or other laws or regulations as they relate to this Promotion are ineligible to participate in the Promotion. Each entrant must ensure that his or her participation in the Promotion (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which he or she is a citizen and/or resides, and/or happens to be at the time the entry is made. **Travel Daily** shall not be taken to make any representations, express or implied, as to the lawfulness of any individual’s participation, or as to any other aspect of the Promotion.

Employees of **Travel Daily** and Emirates airline and/or their immediate family are not eligible to enter the Promotion. **Travel Daily** does not make any representations, express or implied, as to the lawfulness of any individual’s participation, or as to any other aspect of the Promotion.

Entrants may only enter once.

Rules of Entry

The Promotion is a game of skill and must be entered as per any instructions set out for the Promotion as listed in **travelBulletin** and on **Travel Daily**. All entries must be received no later than 23.59 AEDST on **31 July 2016**, (the “**Closing Date**”). No entries will be accepted after the Closing Date. **Travel Daily** accepts no responsibility for entries which are incomplete, illegible, lost or delayed in transit. Only current Australian travel agents are eligible to apply.

To register for the Promotion, Qualifying Entrants must, during the Promotion Period share a photo of their best experience or memory working with Emirates over the last 20 years or a photo showcasing why they love working with **Travel Daily**, with 50 words or less describing the photo.

Each emailed photo will entitle the Qualifying Entrant to 1 (one) entry into the prize draw. There is a limit of one entry per person.

Applications to participate in the Promotion can only be made via email by sending the entry to comp@travelbulletin.com.au All Applications are subject to acceptance by **Travel Daily**. The Entrant agrees that **Travel Daily** shall not be liable as a result of any refusal or failure to accept an application and no compensation shall be payable to any person in consequence of such action.

By entering the Promotion, Qualifying Entrants agree to have the following details appear publicly in the **Travel Daily** newsletter, website or social media sites and the **travelBulletin** magazine, website or social media sites: their first name and the first initial of their surname, the photo they have uploaded and their written entry to the Promotion.

Any Entrant, who fails to abide by any of these Terms or fails to meet the entry criteria set out in these Terms, may be disqualified at the sole discretion of **Travel Daily**.

Any photographs uploaded by the Qualifying Entrant (“**Material**”) must meet high levels of decency and must not include any material which may damage the reputation of **Travel Daily** or any third party or that is unlawful, obscene, defamatory,

libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate. Any Material which is considered, in Travel Daily's sole discretion, to be offensive, culturally sensitive, provocative, sexually explicit, or otherwise objectionable or of inappropriate content (including, without limitation, any content which contains an image of a competitive product), will be not be eligible for the Promotion.

Without limiting the generality of the foregoing, any content will not be accepted or posted, or may be removed, if Travel Daily believes, in its sole discretion, that it contains any of the following: (a) persons under the age of 18; (b) competitive products; (c) unsafe behaviour/activity that could result in physical injury or property damage; (d) third party materials that you have no rights to, including content owned by third parties, images of celebrities, third party trademarks, artwork, etc.; (e) illegal activity, including drug use; (f) obscenity or profanity; (g) anything defamatory or libellous; (h) anything disparaging to the Travel Daily brand, or any of their competitors; (i) anything racist or sexist; (j) anything pornographic or obscene; (k) gambling; or (l) anything in poor taste.

In order to protect privacy rights of others, the Qualifying Entrant must ensure that images of individuals captured in any Material should be incidental only. Where the Material contains images which specifically targets or focuses on any individual/s the Qualifying Entrants must ensure they have obtained consent from that individual/s.

In uploading the Material for entry to the Promotion, the Qualifying Entrant represents, acknowledges and warrants that the photograph is their original creation; has not been copied in whole or in part from any other work, does not violate or infringe any copyright, trademark or other proprietary right of any person or entity (including any rights of privacy or publicity), and that they own all rights, title and interest in the same. By uploading the Material and in consideration for an opportunity for the Material to appear on the Website and other media channels as determined by Travel Daily, such opportunity not being guaranteed by Travel Daily, the Qualifying Entrant grants Travel Daily and its affiliates a non-exclusive, worldwide license to post the Material on the Website, as well as shared via Travel Daily' social media and digital platforms. Travel Daily reserves the right to randomly select which Material will be displayed on the Website or other channels and makes no representation that all Materials will be displayed. The Qualifying Entrant further grants Travel Daily and its affiliates a non-exclusive, worldwide license to use the Materials in any advertising or promotional material relating to this Promotion and any future similar promotions. The Qualifying Entrant hereby releases any right to examine or approve the advertising or promotional material that may be used alongside or the use to which it may be applied. The Qualifying Entrant agrees to indemnify Travel Daily against any claim arising from any third party as a result of the misuse by the Qualifying Entrant of a third party's intellectual property rights, copyright, trademarks or images.

All Applications are subject to acceptance by Travel Daily. Travel Daily will review all submissions and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry (along with the Entrants who submitted them) that violates these Terms or is otherwise inappropriate without any notification or warning. The Entrant agrees that Travel Daily shall not be liable as a result of any refusal or failure to accept an application and no compensation shall be payable to any person in consequence of such action.

1 (one) entry shall be selected from all eligible entries validly submitted based on the best photo and 50 word submission, as voted by the judges at Emirates and the team at travelBulletin and Travel Daily., Travel Daily ("**Winner**"). The Draw will take place on **15 August 2016** at **16.00** AEDST at Suite 2.1, 64 Talavera Road Macquarie Park NSW 2113 Australia The decision by Travel Daily as to the Winner shall be final. Travel Daily may withdraw the Promotion at their discretion.

The Winner will be notified by travelBulletin/Travel Daily via email and/or telephone within 5 (five) working days from when the winner is selected. If the Winner does not claim their prize within 7 (seven) days of being notified, Travel Daily reserves the right to select another winner.

The Prize

The Winner will receive:

Return Business Class tickets for one (1) winner and one (1) guest of their choosing on an Emirates flight from either **Sydney, Brisbane, Melbourne, Perth or Adelaide** international airports to any Emirates international destination; two (2) return Business Class seats in total (collectively referred to as the "Prize").

The Prize includes nothing other than that expressly stated to be included as part of the Prize. Proof of age may be required before the Prize can be given. Emirates reserves the right to substitute the prize for another prize of equal or greater value, should the need reasonably arise. The Winner and where applicable their guests will be responsible for all other costs and expenses associated with redeeming the Prize including but not limited to travel insurance, accommodation, additional airfares, food, accommodation transfers (other than as provided for under these Terms) and any other ancillary costs associated with redemption of the Prize.

Flight tickets are valid on Emirates only and are non-extendable, non-transferable, non-re-routable, non-endorsable and non en-cashable and shall at all times be subject to availability and Emirates Conditions of Carriage and applicable ticket conditions as set out on the Emirates website.

The Winner and their 1 (one) guest must travel together on the same dates / sectors on both outward and return journeys. If the Winner or where applicable a guest is unable to utilise the flights together, no cash alternative will be provided. All travel documentation and visas must be up to date and are the responsibility of the Winner and their guests. Skywards miles are not accruable on the flights or can be used for upgrades.

Nothing in this Agreement requires Emirates to provide transportation to any person except in accordance with:

- Emirates General Conditions of Carriage for Passengers and Baggage and travel documents, including airline tickets and airway bills, issued by Emirates;
- Emirates Schedule of Operations in place from time to time; and
- The relevant immigration rules applicable to any ticket holder.

Except in accordance with and subject to the limitations set out in the Warsaw Convention 1929 (as amended by the Hague Protocol 1955), the Montreal Convention 1999, and its travel documents (including but not limited to airline tickets and airway bills), Emirates accepts no liability to any person for any liabilities, losses, claims, demands, costs or expenses arising directly or indirectly from the utilisation of Tickets provided pursuant to the Promotion.

Flights not valid for travel on Australian public holidays and school holidays. Blackout periods may apply. Return travel to Australia must be completed within twelve (12) months of winner being notified. Relevant airport and airline taxes are included in the Prize.

Flights are only valid for travel from Sydney, Brisbane, Adelaide, Perth or Melbourne international airports. Winner must make their own way to their closest international airport in order to meet their Emirates flight.

In the event that the Winner cannot be contacted; fails to confirm acceptance of the Prize within 5 (five) working days of receiving notification; or is ineligible for entry into the Promotion, Emirates reserves the right to substitute them with another Qualifying Entrant of its choice.

The Prize is non-transferable, subject to availability and there is no cash alternative.

Taxes

The airfares are valued at up to AUD 16,080 in total (AUD 8,040.30 per flight), including taxes, based on peak season travel. No responsibility is accepted for any variation in the value of the Prize according to seasonal fluctuations and ticket type available.

The Winner is solely liable for reporting and paying any and all applicable taxes including but not limited to, personal tax, service tax and other entertainment tax due as a result of winning the Prize and Emirates accepts no responsibility for any tax implications arising as a result of the Prize.

Personal Information

The Winner of this Promotion agrees to participate in such reasonable publicity as may be requested by Emirates and Travel Daily. The Winner agrees to the publication of their respective name, the photo and the caption submitted and country of origin on the Website in connection with the Promotion.

Travel Daily collect and use the Qualifying Entrant's personal information (the "Data") in order to conduct the Promotion and may, for this purpose, disclose or transmit such information to third parties rendering services in relation to the Promotion. In processing the Data Travel Daily may transfer it to countries which may not afford the same level of data protection as your country of residence. However, in all cases, Travel Daily undertakes to collect, process, store, save and transfer the Data in compliance with relevant data protection legislation in force from time to time. By entering the Promotion and providing the Data the Qualifying Entrant authorises Travel Daily to collect and process the Data in this manner.

If a Qualifying Entrant would like to know what Data Travel Daily is holding about them and/or correct the Data that Travel Daily hold about them they should contact their local Travel Daily office.

The winners will be chosen at the judges' absolute discretion and no correspondence will be entered into. The winner may also be contacted and photographed during the prize handover. This photo and a short article could be featured in a

future issue of travelBulletin. The promoters of the competition will be given entrants details and could be used for promotional purposes.

Travel Daily Liability

Travel Daily will not be liable to perform any of its obligations under these Terms where it is unable to do so as a result of circumstances beyond its reasonable control including but not limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots or any other circumstances amounting to force majeure. Travel Daily accept no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising.

Travel Daily accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by the Winner or where applicable their guest as a result of entering or participating in the Promotion or accepting the Prize. This exclusion does not include any liability for death or personal injury caused solely by the negligence of Travel Daily.

Participants enter the Promotion at their own risk and agree to indemnify Travel Daily against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors' fees) and any claim arising from a participants' own actions in any way in connection with the Promotion or a breach of a participants' obligations hereunder.

General

Participation in the Promotion does not confer on the entrant any rights in or over any intellectual property arising in connection with the Promotion. Any Terms which are held to be invalid in any jurisdiction shall whenever allowed by the context be deemed to be replaced by such valid and enforceable terms and conditions whose contents are as close as permissible to those of the invalid or unenforceable Terms. Travel Daily reserve the right to modify or vary the Promotion and/or these Terms at any time.