

Welcome to Washington, D.C. Competition – Terms & Conditions

The ‘Welcome to Washington, D.C.’ competition, brought to you by Cathay Pacific Airways Limited 國泰航空有限公司 (“Cathay Pacific” or “The Promoter” for short) will be governed by these rules (the “Terms & Conditions” for short). All entrants should carefully read these Terms & Conditions, as well as Cathay Pacific’s Privacy Policy before entering the Competition.

All information is provided to The Promoter, and may be used by the Promoter as defined by clause 8 of this document.

1. ELIGIBILITY

Eligible Participants must be at least 18 years of age and be a resident of Australia (“Participants” for short).

Entrants under 18 must obtain approval from their parent/legal guardian before entering. By providing approval, a parent/legal guardian accepts these conditions. If a prize winner is aged under 18, the Promoter reserves the right to liaise with the parent/legal guardian in relation to the prize, in its absolute discretion.

Employees and directors of the Promoter and its licensees, advertising, promotion or production agencies and provider companies (and their respective dependents, immediate family members and individuals residing in their same household) are not eligible to participate. Entrants must not be employed or have any other formal endorsement or sponsorship agreement with another Airline.

The Promoter and its associated companies reserve the right, at any time, to verify the eligibility of Participants.

2. COMPETITION PERIOD

Entries for the competition will be accepted between 09:00AM (AEDT) Tuesday 2nd October 2018, and at 11:59PM (AEDT) on Wednesday 31st October 2018 (the “Competition Period” for short).

3. HOW TO PARTICIPATE

To enter, an eligible Participant must, during the competition period:

1. Answer all (22) daily questions regarding Cathay Pacific’s new Washington, D.C. service correctly;
2. Tell us in 25 words or less what would be the first photo you’ll take in Washington, D.C. and why?
3. Send all their answers to cathay@traveldaily.com.au to allow eligibility confirmation and correspondence with the winner;
4. By emailing their answers to the dedicated competition email address, they have also indicated their acceptance of these Terms and Conditions and Cathay Pacific’s Privacy Policy.

Only one (1) entry will be accepted per user per day. In the case of additional entries, the first entry will be accepted. The Promoter reserves the right to remove any multiple entries that they believe, at their sole discretion, have been created by an individual trying to gain an unfair advantage in the draw, including via extensions and redirects. The Promoter may also remove any entries from the draw that they believe contain plagiarized or inappropriate information.

To access the Competition, Participants must have access to the World Wide Web (internet) provided by an Internet Service Provider (“ISP”) through a web enabled mobile handset serviced by a Telecommunications Provider, and must pay any applicable ISP, operator, service and other fees necessary for such access. Cathay Pacific makes no guarantee that the app will be available to all consumers at all times.

4. THE INFORMATION SUBMITTED BY YOU

The Promoter respects the privacy of its customers and the information submitted by the Participant to the Promoter will only be used, in accordance with the applicable data protection regulations and the Customer Privacy Policy (the “Privacy Policy”) available on each of their websites.

Any information submitted via the Travel Daily platform will be governed by the respective privacy policies of Cathay Pacific Airways. Please consult Cathay Pacific’s Privacy Policy and/or Travel Daily’s Privacy Policy for more details on how the Promoter/Travel Daily handles information submitted by you (“Personal Information” for short).

5. THE PRIZE

There will be (1) Major Prize:

(2x) Two Economy Class return flights from Australia to Washington, D.C.

Prizes are non-transferrable, and there is no cash alternative. All other incidental costs associated with the Major Prize will be at the cost of the Participant. Including but not limited to visa and passport fees if required. Further flight prize terms and conditions will be provided to the Winner in their official Prize-winner letter once Winner has been confirmed.

Flight tickets will be issued electronically and are valid for travel on Cathay Pacific Airways services only.

6. DETERMINATION OF THE WINNERS

The ‘Welcome to Washington, D.C.’ Competition is a Game of Skill. The Winner will be selected based on the most daily questions answered correctly and the creativity of his/her entry and answer to ‘Tell us in 25 words or less what would be the first photo you’ll take in Washington, D.C. and why?’

The Winner will be contacted, via the email address provided at the time of entry, to confirm his /her eligibility, availability and acceptance of the prize by 11:59PM (AEDT) Friday 30th November, 2018. Once confirmed, the Winner’s name may be published on the Promoter’s Facebook page – www.facebook.com/cathaypacificau.

The Winner must have or acquire a valid passport with at least 12 months validity at the time of acceptance. If the selected winner does not have a valid passport, and cannot acquire one within the required period, they offer will be void and a new winner will be selected. Winners will need to provide proof of this travel document, and its validity, during the confirmation process.

After receiving a winning email, the Winner must confirm his/her contact details, identity and eligibility via email within 72 hours of being contacted by Promoter. If the Winner fail to contact the Promoter within the 72 hours after notification, he/she shall forfeit the Prize. In this event, Promoter shall select another winner from the remaining eligible entries or dispose of the Prize in any way it deems fit.

Cathay Pacific will not post their image or announce the winner's identity until their acceptance has been confirmed.

Confirmation is defined by the date that Cathay Pacific's representative receives the winners' confirmation. Cathay Pacific will supply two (2) forms of contact (phone number and email address). It is the responsibility of the applicant to ensure their contact is received by Cathay Pacific within the required date range.

7. GENERAL RULES

By taking part in this competition, Entrants consent to comply with these Terms & Conditions and the Privacy Policy, and represent that they fulfill all the requirements to enter this competition, as set out in these Terms & Conditions.

Each entrant also warrants and represents that all personal data provided for the purposes of entering into the competition are true and accurate and that they have full power and authority to submit the entry.

Other than for death or personal injury arising from negligence of the Promoter or for anything else that cannot be excluded by law, so far as is permitted by law the Promoter excludes all liability for any disappointment, loss, damage, injury, cost and expense, whether direct or indirect, howsoever caused in connection with the Promotion or any aspect of the Prize.

If a winner is found to be ineligible or not in compliance with these Terms & Conditions, the winner's Prize will be forfeited and a redraw will take place, as defined in Clause 6.

8. RIGHT TO USE ANY SUBMITTED CONTENT

All entries will be the property of the Promoter. Content from this promotion will be used by the Promoter on the campaign site and for the purposes of promoting Cathay Pacific, or the Competition, now and into the future, at no cost to the Promoter. The entrant also agrees to allow the Promoter to use their photo for printed collateral, online, in store and across other marketing and communications mediums, at Promoter's sole discretion and at no cost, under their Cathay Pacific or brands. By submitting, and upon such submission of, any information or materials including (but not limited to) data, text, photographs, likeness, messages or user details, or any other material (the "Content" for short) to the Promoter or through the Site, you license and grant to the Promoter a non-exclusive, royalty-free and free of charge, perpetual, worldwide, irrevocable, and fully sub-licensable right to use, reproduce, copy, modify, adapt, communicate to the public, make available, publish, translate, create derivative works of, distribute, and display such Content or any concept described in it throughout the world in any media, product and/service so that the Promoter may make the fullest use of the Content, without compensation, or any restrictions on use, accountability or liability, and with waiver of all moral rights to the extent permitted by applicable laws.

With regard to such Content submissions, you understand and agree that you are solely and fully responsible for any and all aspects of the Content submitted, including but not limited to its legality, appropriateness and non-infringement of third party intellectual property rights, and the Promoter shall not be liable in any way for such Content. In submitting a photo and text for entry, the entrant declares that they have taken the photo or written the content, and own and have sole and complete intellectual property rights to all content. The entrant will indemnify the Promoter against any claim, loss or costs incurred by the Promoter where a third party claims ownership of the rights to any piece of content. The Promoter reserves the right to request proof of photo ownership.

The Promoter will have full moderation over entries submitted to ensure suitability and appropriateness for the contest. Inappropriate content includes, but is not limited to, content that is offensive, discriminatory, lewd, and violent or any other content deemed inappropriate to display by Cathay Pacific. Any content deemed inappropriate by the Promoter will be considered a breach of these terms and conditions, and render the entry ineligible for consideration. By submitting the photo, the entrant declares that they have the permission of all individual(s) captured in photo(s) to share and publish their image.

The Promoter may expect the winners of the Promotion to take part in reasonable public relations activities and promotional events promoting Promoter products.

9. INTERNET

Neither the Promoter nor its associated companies can accept any responsibility for lost, late, damaged, misdirected, unintelligible, or interrupted entries, which shall be deemed invalid. Proof of submission of entry will not constitute proof of receipt of entry.

To the fullest extent permitted by applicable law, Promoter is not responsible for loss or damage to Participants' or to any other person's computer related to or resulting from participating in the Promotion or downloading materials from or use of the Site. Should any portion of the Promotion be, in Promoters' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of Promoter, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to any written directions from the relevant authority, and select the winners at random from all entries received prior to action taken or as otherwise deemed fair and appropriate by Promoter.

10. DISCLAIMER

Each entrant agrees that he/she enters and participates in the Competition at his/her sole risk. To the fullest extent permitted by law the Promoter makes no warranties or representations of any kind regarding the Competition, the running of the Competition or as to the Prizes, all of which are provided on an "As Is" basis. The Promoter expressly disclaims all warranties including all implied terms and conditions as to merchantability, fitness for a particular purpose, and to use care and skill, to the fullest extent permitted by law. The Promoter assumes no liability or responsibility for (i) any errors, mistakes or inaccuracies in running the Competition (ii) any personal injury or property damage of any nature resulting from creating Entries or participating in the Competition (iii) or any unauthorized access to or use of an Entry.

Without Limitation entrants acknowledge and agree that neither the Promoter, nor Cathay Dragon nor any of their directors, officers, employees or representatives will be liable to an entrant or to any of the entrant's family or any third parties for any loss or damage whatsoever, including without limitation, any direct, indirect, special, consequential, incidental, punitive or exemplary damages, or damages for lost profits or savings or loss of contracts, in connection with or resulting from the entrant entering and participating in the Competition or submitting an Entry or due to any breach of contract or any tortious act including negligence.

No claims, actions or legal proceedings in connection with the Competition or an entrant's participation in the Competition brought by any entrant or other interested person will be entertained by Promoter.

Certain legislation may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified or can only be done so to a limited extent. These Terms & Conditions

must be read subject to any such statutory provisions. In particular the disclaimer language in these Terms & Conditions shall not in any way exclude or limit liability for personal injury or death arising from negligence, willful misconduct or fraud or in respect of any matter that by law cannot be excluded.

For the avoidance of doubt, nothing in these Terms & Conditions is, or shall be construed in any way as, a contract of carriage. Any tickets issued pursuant to arrangements in these Terms & Conditions will result in a contract of carriage between the travelling passenger and the relevant carrier. These tickets upon which such passenger travels will be subject to the conditions of carriage of the relevant carrier and all rules applicable to the general public for the class or category of fare selected, including also any charges for changes in travel arrangements that may be applicable to the class or category of fare selected.

11. PROMOTERS

Cathay Pacific Airways Limited, 國泰航空有限公司 (ABN: 57000479514). The Promoter can be contacted via email at: aus_distribution@cathaypacific.com

12. MISCELLANEOUS

These Terms & Conditions are governed by the laws of Australia.

To the maximum extent permitted by applicable law, Promoter reserves the right at its sole discretion to amend, withdraw or revise these Terms & Conditions and the Prizes at any time, subject to any written directions from a regulatory authority.

You acknowledge and agree that no form of cheating will be tolerated. Any persons found cheating, as determined in the sole and absolute discretion of Promoter, will immediately be disqualified from the Promotion. Cheating includes, but is not limited to, tampering, hacking of website, entering the Promotion without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Promotion, exploiting any software bugs, use of the Promotion beyond the defined rules of the Promotion, attempting to disable or overwhelm any of the Promoters' sites, attempts to disrupt any portion of the Promotion, including, but not limited to, allowing somebody else use your Personal Information, tampering with entry process or operation of promotion or Site.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF THE PROMOTER SITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, PROMOTERS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

You acknowledge and agree that all disputes in relation to the Promotion shall be determined in the sole and absolute discretion of Promoter, and that such a decision shall be final and binding.

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