

Travel Daily and Celebrity Cruises Competition Terms and Conditions

Promotion Details;

Promotion:

Travel Daily and Celebrity Cruises 'Australian Ports' Celebrity Solstice Travel Agent Prize

Promoter:

The Promoter is Travel Daily (ABN: 34 108 508 765) of Level 2, Suite 1 64 Talavera Rd Macquarie Park NSW 2113 Australia.

Telephone number 1300 799 200

Promotion sponsor:

Royal Caribbean Cruise (Australia) Pty LTD trading as Celebrity Cruises, with registered offices at Level 12, 157 Walker Street, North Sydney, NSW, 2060, Australia.

Telephone number 1 800 754-500

Promotional Timings:

Start date: 1 July 2020 at 12:01 am AEDT

End date: 31 July 2020 at 11:59 pm AEST

Promotional Period:

From the Start Date until the End Date.

Entrant:

Entry is only open to Australian and New Zealand travel agents (only) who are 18 years and over.

Directors, management, officers, contractors, employees and their Immediate Family Members, of the Promoter and Promotion Sponsor, and related bodies corporate and any agencies or companies associated with the Promoter or the Promotion Sponsor, are not eligible to enter. Immediate Family Member means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, guardian, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

Please note that Celebrity Cruises do not allow anyone in their 24th week of pregnancy or past this stage of pregnancy to board their ships.

Prize description:

The prize consists of:

Any Eligible Cruise on board Celebrity Solstice for two (2) adults with accommodation in a Balcony stateroom.

Prize details:

Eligible Cruise means;

Ship: Celebrity Solstice

Departure and destination port: Round-trip from Sydney, NSW, Australia

Accommodation: Twin share, Balcony stateroom.

Extra inclusions: NA

Departure Dates: between 1 December 2020 and 31 January 2021 inclusive, excluding the holiday sailing departing 24 December 2020.

Number of prizes / breakdown of prizes: 1

Total value of prize:

Total prize value for two (2) adults: AUD\$5,374

Breakdown of prize value: Total, AUD\$5,374

Please insert prize value breakdown: Cruise Fare: AUD\$4,646

Taxes & Fees: \$728

Stateroom: AUD\$5,374

Value based on highest cruise fare available on the eligible Departure Dates as noted on 1 June 2020, this being the 14 January 2021 11 nights sailing departing from Sydney. Value for two (2) adults twin share accommodation in a Balcony Stateroom on board Celebrity Solstice.

Type of promotion

This promotion is a game of skill

How to enter

To enter, participants must:

- Submit an email response stating in 25 words or less what their favourite cruise port along the East Coast of Australia is and why
 - The email entry must be sent to celebrity@traveldaily.com.au during the Promotion Period
- Only 1 entry per person will be accepted, if numerous entries are submitted, the first of these posts will be deemed the entry for that person. Participants may only use their personally valid email account registered against their name to take part in this Promotion.

Winner selection

This is a game of skill and chance plays no part in determining the winner. The judging and selection of the winner(s) will be conducted by (2) judge(s) selected at the discretion of the Promoter. The selection of the (1) winner will be selected by a judging

panel at Celebrity Cruises, Level 12 157 Walker Street, North Sydney, 2060, NSW Australia on 3 August 2020.

The judge(s) will select the winning entry from the valid entries received during the Promotional Period. The judge(s) may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry, ineligible Entrant or a prize being rejected or not collected.

Each entry will be judged at the sole discretion of the judge(s) based on originality and overall stand out of the entry.

The judge(s) decision is final and the Promoter will not enter into any correspondence regarding the result.

All reasonable attempts will be made to contact the winner(s) in accordance with clause 15 of these terms and conditions. If the Prize remains unclaimed by a winner or unallocated for any reason by 6 August 2020, the Prize will be forfeited and no cash or other alternative will be offered to that winner. Subject to any direction or requirement under State legislation, unclaimed prize(s) will be reallocated to the entrant that has submitted the next best entry after the first selected winner(s) based on the judging criteria. The selection of the winner(s) of any unclaimed prize(s) will take place at the Promoter's address at 12pm AEST on 10 August 2020.

The Prize

Certain conditions are applicable to the Prize and are listed as follows:

- Prize does not include shore excursions, travel insurance, transfers, visas, items of a personal nature, meals (other than featured in the itinerary), laundry, telephone calls, additional nights or upgrades etc. all other incidental and ancillary costs incurred by the winner and/or guests as a direct or indirect result of taking the Prize.
- The Prize is neither non-transferable nor redeemable for cash.
- The Prize is valid for two adults and is limited to availability in a twin-share Balcony stateroom on cruises commencing between 1 December 2020 and 31 January 2021 excluding the 24 December 2020 sailing.
- The Prize must be redeemed with the reservation of an Eligible Cruise being created no later than 30 days after notification of winning.
- Prize does not include flights. Any costs associated with travelling from or returning to place of residence are at winners own expense.
- The prize is subject to any prevailing booking terms and conditions of Celebrity Cruises available at celebritycruises.com/au. Prize value correct as of 1 July, 2020. 27 May 2020.

Detailed Terms:

Entry into the Promotion

1. The Promotion Details above and all Detailed Terms form part of these Terms and Conditions. The Entrant agrees and acknowledges that they have read these Terms and Conditions
2. It is a condition of entry that all Terms and Conditions are accepted as final and the Entrant agrees to abide by these Terms and Conditions. Submission of an entry is deemed to be an acknowledgement by the Entrant that they have read these Terms and Conditions and accepted them.
3. Any capitalised terms used in these Terms and Conditions have the meaning given in the Promotion Details, unless stated otherwise.
4. The Promotion commences on the Start Date and runs for the Promotional Period ending on the End Date.
5. Valid entries by eligible Entrants will be accepted during the Promotional Period. No entries will be accepted after this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion, social media platforms faulting or for any other reason.
6. Illegible, incomprehensible and incomplete entries will be deemed invalid. An entry that is made on behalf of another person will also be deemed invalid.
7. The Promoter reserves the right to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity, inflammatory, offensive or defamatory comments, or which breach any law or infringes any third party rights, including intellectual property rights.
8. The Promoter reserves the right to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with these Terms and Conditions 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 or Promoter or Promotion sponsor.
9. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and Entrant's details including the right to request proof of an Entrant's identity, age and residency. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
10. The Promoter reserves the right to disqualify an Entrant or entries in the event of non-compliance with these Terms and Conditions. In the event that 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.
11. An Entrant who uses 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.

12. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the Entrant to access the website or social media platform of entry via their internet service provider.

13. Should an Entrant's contact details change during the Promotion, 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.

14. 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, power or technical failure, acts of God, civil unrest, strike, war, act of terrorism or any other 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 the Prize, subject to State or Territory regulation.

Prize

15. The winner will be notified by email together with further instructions on how to arrange the collection of their prize within two (2) days of the winner being determined.

16. The Prize will be awarded to the person associated with the personally registered valid email account which submitted the winning entry. 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.

17. If the winner chooses not to take the Prize (or is unable to), or does not take or claim the Prize by the time specified by the Promoter, they forfeit the Prize and the Promoter is not obliged to substitute the Prize or provide a cash alternative.

18. The details of the Prize(s) are set out in the Promotion Details. The value of the Prize is accurate and based upon the value of the highest cruise fare available on the eligible Departure Dates, this being the 14 January 2021 11 nights sailing departing from Sydney for two (2) adults twin share accommodation in a balcony stateroom on board Celebrity Solstice (inclusive of GST) at the Start Date of the Promotion. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.

19. 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) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.

20. If the Prize is provided to the Promoter by a third party, the Prize is subject to the terms and conditions of the third party prize supplier. The Promoter and the third party prize supplier reserve the right to refuse to allow a winner to use or take part in any or all aspects of the Prize, if either determine, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely use or participate in the Prize.

21. If the Prize consists of any gift cards of any third party supplier, the gift card(s) may not be redeemed or exchanged for cash, traveller's cheques, cash passports or any

other form of currency, and will not be replaced or refunded if the gift card is lost or stolen

22. It is a condition of accepting the Prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

23. If the Prize is provided to the Promoter by a third party supplier and/or is to be delivered directly to the winner(s), the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party supplier to meet any obligations in these Terms and Conditions or otherwise. The terms and conditions which apply to a prize at the time it is issued to the winner will prevail over these Terms of Conditions, to the extent of any inconsistency.

Travel

24. The following terms apply to the extent that the prize involves any travel:

i) The winner must finalise the Prize booking within 30 days of the date that the winner is notified and all travel must be completed by 04 February 2021.

ii) Once a travel booking is confirmed, no changes will be allowed unless authorised by the Promotion Sponsor (Celebrity Cruises) in its sole discretion. The winner is responsible for any amendment fees issued by Celebrity Cruises.

iii) The Promotion Sponsor will have the sole discretion to choose the travel suppliers in relation to the fulfilment of the Prize.

iv) All expenses other than those specified as being part of the Prize itinerary are the responsibility of the winner and if relevant, their travel companion(s).

v) No compensation or alternative travel plans will be arranged if the winner and /or any travel companion(s) misses any part of their travel or fails to meet any check in requirements for any reason.

vi) In the event that an element of the Prize is cancelled or postponed for any reason by the winner, the winner forfeits the specified element and no cash alternative offer will be granted in lieu of the part of the Prize.

ix) The winner must ensure that they and any travel companion has any necessary documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winner and/or traveler companion.

x) A credit card imprint may be required from the winner as part of the travel arrangements or check-in procedures.

xi) Frequent flyer or other programme partner points will not form part of the Prize.

xii) Comprehensive travel insurance is recommended for the winner and any travel companion. If the winner and/ or travel companion chooses not to purchase travel insurance they may be required to complete a travel insurance waiver form acknowledging that they understand the benefits of travel insurance but decline to take out a policy.

xiii) All other expenses other than those expressly included in the Prize are excluded and are the responsibility of the winner and any travel companion.

xiv) All travel will be subject to the general conditions of carriage and the booking terms and conditions of Celebrity Cruises. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination or event. It is the responsibility of the Entrant and any travel companion to enquire about local issues and conditions at destinations or events before travel.

Personal Information, marketing and publicity

25. As part of the Promotion, the Promoter will collect Entrants' personal information. If the Entrant does not provide their personal information as requested, they may be ineligible to enter or claim the Prize in the Promotion. Submission of an entry is deemed to be consent by the Entrant to the Promoter collecting their personal information for the purpose of conducting the Promotion and Prize fulfillment.

26. The Promoter will use the personal information to enable an Entrant to participate in the Promotion and fulfillment of the Prize in relation to the winner.

27. The Promoter may disclose Entrants' personal information to third parties including its contractors and agents, prize suppliers, Promotion sponsors and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation.

28. The Promoter will provide the Entrants' personal information to Celebrity Cruises for future marketing purposes regarding its products, including contacting the Entrant electronically.

29. Personal information will be stored by the Promoter on a database controlled by Travel Daily or by a third party service provider of Travel Daily.

30. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.

31. Further details on how Travel Daily will collect and use personal information can be obtained by contacting Travel Daily directly.

32. Travel Daily will provide information about how an Entrant may access, update and seek correction of the personal information Travel Daily holds about them and how an 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.

33. By accepting the prize, the winner agrees to 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 and Promotion Sponsor may use any such marketing and editorial material without further reference or compensation to them.

34. The winner agrees not to sell or otherwise provide their story and or photographs related to the Promotion or being a winner of the Promotion to any other media organisation.

Intellectual property rights

35. The following conditions apply where the Promotion involves submission of any materials including but not limited to answers to questions, a statement, idea or opinion, video or voice recordings, images, works of art, designs or photographs (Content):

- i) the Content must not contain any viruses or cause or be likely to cause any injury or harm to any person or entity;
- ii) the Content must be the work of the individual submitting it;
- iii) the Content must not have been published elsewhere or have won a prize in any other competition or promotion;
- iv) before submitting the Content, Entrants must obtain consent from any person (or the parent or guardian of any person under 18 years) who appears in any content and from the owner(s) of any property that appears in the Content. Entrants must obtain any other permissions required for the submission of the Content;
- v) each Entrant must warrant that the submission of the Content does not infringe the intellectual property rights of any third party. Entrants must warrant that the Content they are submitting is their own work and that they own the copyright for it;
- vi) the Promoter may remove or decline to publish any Content without notice to the relevant Entrant;
- vii) the intellectual property rights in the Content submitted by the Entrant remains with the relevant Entrant and does not transfer to the Promoter. However, in consideration of the Promoter providing the Promotion, each Entrant grants a worldwide, irrevocable, perpetual licence to Travel Daily to use and reproduce any or all of the submitted Content including but not limited to in any of their publications, their websites and/or in any promotional material connected to this Promotion. The Entrant acknowledges that the Promoter is free to use the Content and to exercise its rights in relation thereto and the Entrant will not be entitled to any fee for such use; and
- viii) the Entrant hereby consents to Travel Daily using their likeness, image and/or voice in the event that the Entrant is the winner (including photograph, film or recording) in any media whatsoever throughout the world for the purpose of promoting this Promotion or other similar promotions and promoting any products manufactured, distributed and or supplied by Travel Daily. The Entrant will not be entitled to any remuneration for such use.

Use of social media

36. The following terms apply to the extent that the Promotion is conducted on, advertised or promoted on a social media platform owned by a third party (Platform Operator):

- i) the Entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed or administered by, or associated with, any Platform Operator.
- ii) the Entrant releases each Platform Operator and its associated companies from all liabilities arising in respect of the Promotion; and
- iii) to the extent relevant to the Promotion, Travel Daily agrees and each Entrant must agree to adhere to the terms and conditions and promotions guidelines of each Platform Operator which are available to view online on their social media platforms.

Limitation of liability

37. Any guarantee or warranty given in relation to a prize is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions 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).

38. 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 (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting, taking part in 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 minimum allowable by law).

39. Neither the Promoter, nor any Promotion Sponsor or third party prize supplier, or their associated companies is responsible, to the extent permitted by law, for acts of god, acts of terrorism or war (declared or undeclared) or other events beyond their control which prevent awarding or acceptance of the prize in accordance with the prize description.

40. The Promoter accepts no responsibility for any tax implications of this Promotion and Entrants must seek their own independent financial advice in regards to their own personal circumstances and any tax implications relating to the prize or acceptance of the prize.

41. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

42. These Terms and Conditions are governed by the laws of New South Wales and each of the relevant State authorities.