# YOUR CHANCE TO WIN 2 RETURN PREMIUM ECONOMY FLIGHTS TO THE U.S

To enter, book a group of 10 or more passengers to the U.S on Delta Air Lines or Virgin Australia between 01 October to 31 December 2019.

### **DETAILS:**

- Make your booking through the Delta Sydney groups desk
- <u>GroupsSYDGSA@delta.com</u>, pay the deposit within 14 days and submit the entry form to go into the draw
- All entries must be received by COB 31 December 2019
- The draw will take place on 10 January 2020
- If the group is cancelled your entry will be withdrawn from the competition. If the group is cancelled after the prize is drawn the prize will be voided.
- The prize winner tickets will be issued on or after the groups departure date.
- Prize winner flights are subject to availability, winner and companion must travel on the same flights. Conditions apply.
- Taxes/Fees: Additional taxes /fees/surcharges apply and are the responsibility of the winner.



## **CONDITIONS OF ENTRY**

#### A. General

1. Information on how to enter this Promotion, mechanics of entry and prizes form part of these Conditions of Entry. Entry into this Promotion is deemed acceptance of these Conditions of Entry by each Entrant. 2. Entry is open to Australian and New Zealand residents aged 21 years or over who are employed as a travel agent for PCO or TMC Partners (Entrants). Travel Agents must be employed as a Travel Consultant at the same travel agency at which they were working when they entered this Promotion. If an Entrant ceases employment with their travel agency between the date they entered the Promotion and the date the Winner is decided, they will be ineligible to win and the Promoter reserves the right to select a replacement winner.

3. The Promoter is Delta Pty Ltd (ABN 67 007 069 794)("Delta") of Level 5, 117 York Street, Sydney NSW 2000.

4. The directors, officers, management and employees (and their immediate families) of the Promoter and its related bodies corporate are not eligible to enter this Promotion.

5. The Promotion commences at 08:00 am AEST on 1 October 2019 and ends at 17:00 pm AEST on 31 December 2019 (Promotion Period).

#### B. Entry

6. To enter the Promotion, Entrants must during the Promotion Period book a group of 10 or more on Delta Air Lines, Inc (DL) on Eligible Flights, pay the deposit within 14 days and submit an entry form to GroupsSYDGSA@delta.com (Entries) before the end of the Promotion Period.

7. The group booking will be made by Delta Air Lines. To receive a group quote on Delta Air Lines please email GroupsSYDGSA@delta.com .

8. Eligible Flights means any new return flight booking between Australia and USA operated by Delta Air Lines or Delta code share operated by Virgin Australia booked between the promotion period .

9. For the avoidance of doubt, a booking will not be considered an Eligible Booking and will not count towards the Promotion where any of the following applies:

a. A deposit has not been paid within 14 days of booking;

b. The booking is subsequently cancelled, or the booking has been reissued prior to the completion of the Promotion Period; or

c. The booking contains incomplete, invalid, incorrect, cancelled or indecipherable codes.

10. Each Eligible Booking must be unique to an individual travel agent. Agency (including online corporate booking tools/OBTs/OTA's) are not permitted and will not be considered an Eligible Booking for the purposes of the Promotion.

11. The Promoter reserves the right, at any time, to verify the validity of Eligible Bookings and Entrants (including an entrant's identity, age and place of residence) and to disqualify any Entrant(s) who tampers with the entry process. In the event that the Promoter becomes aware of any false bookings for the purposes of this Promotion, the Entrant will be disqualified from the Promotion, and any prizes awarded to the Entrant will be forfeited and must be returned by the Entrant. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

12. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Illegible, incomprehensible and incomplete entries will be deemed invalid. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or

correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.

13. If you enter the Promotion but no longer wish to participate, please email GroupsSYDGSA@delta.com and you will be removed from the Promotion.

14. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.

#### C. Selecting Winners

15. Each completed entry will count as one entry. The Entrant with the highest number of group bookings will be offered the prize (Winner). The Winner will be determined at 10:00 am AEST on 10 January 2020. 16. Where multiple Entrants have the same number of bookings then the Entrant with the highest dollar value of the group deposits will be deemed a Winner.

17. The Winner will provide personal information of the agent selected to attend to the Promoters.

18. Travel is subject to the Delta Air Lines http://www.delta.com/content/www/en\_US/legal/contract-of-carriage-igr.html Conditions of Carriage.

19. The Winner will be notified after 10:30 am AEST on 10 January 2020 directly by email where further contact information and details may be requested including, but not limited to, full name, phone, email, and address. A winning entry may be published on the Promoters' Facebook page or website, and via the Promoters' Twitter account.

20. All decisions of the Promoter are final, and no discussions or correspondence will be entered into.

#### D. Prize

21. Two (2) return premium economy tickets will be offered by the Promoter.

22. The flight component includes premium economy class travel exclusive of taxes and fees from Sydney-Los Angeles-Sydney which will be issued on or after the group departure date. Taxes and fees will be quoted at the time of booking and must be paid by the winner. If the flight component has a destination beyond Los Angeles a stopover is not permitted

23. The total prize value is approximately \$10,000 AUD (excluding GST). The prize is not exchangeable and cannot be taken as cash.

24. If for any reason, the Prize Winner does not, once the flights have been booked, notify the Airline in which the Winner is travelling with at least 24 hours prior to scheduled departure that they are unable to take the booked flight at the time stipulated, their prize will be forfeited and cannot be redeemed for cash.

25. The Promoter does not accept any responsibility for additional costs incurred, including airport taxes, meals other than offered as part of the Promotion familiarization, laundry, incidentals or FBT implications.

26. The prize Winner and companion must travel on the same flights.

#### E. Contacting the Entrant

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

28. By accepting the prize, Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed. Winners will not be entitled to any fee for participating in these activities.

#### F. Intellectual Property

29. The Promoter may want a Winner to participate in promotional activity after the Promotion has ended. In consideration for the Promoter awarding the prize to a Winner, the Winner permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in any media whatsoever throughout the world for an unlimited period and the Winner will not be entitled to any fee for such use.

30. The Promoter reserves the right to request that a Winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize in whole and no substitute will be offered.

#### G. Tax

31. The Promoter will not be liable for any tax liability, including without limitation income tax, fringe benefits tax, or any liability or loss of opportunity due to reportable fringe benefits, incurred by a winner, an Entrant, [their employer] and/or the [other party] in regards to any connection with participating in the Promotion or the receipt or use of any prize.

32. Entrants, the winner and/or the [other party] will be required to pay any taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on receipt or use of the prize.

33. Entrants should seek independent financial advice to ensure they understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before acceptance or use of a prize.

34. The Promoter does not accept responsibility for and makes no representations about any tax liability as a result of participating in the Promotion or from receiving or using any of the prizes. 35. The Promoter, it's agents and associated companies are not responsible for and exclude all liability (including negligence), for any variation in the prize value to that stated in these Terms and Conditions.

#### H. Legal

36. Any attempts at participating in this Promotion which do not fully comply with these Terms and Conditions may be deemed invalid at Delta Air Lines discretion.

37. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions (subject to any obligations the Promoter has to Entrants under the Australian Consumer Law).

38. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of Australia (Non-Excludable Guarantees). The Promoter and its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, un-authorized access or third party interference; (iii) lost or damaged entries or benefits provided under this Promotion.

