



'Game of Chance' ("Conditions of Entry")

Schedule

Promotion: Let your Spirit fly free (to Japan)

Promoter: Spirit Telecom Limited ABN73 089 224 402, 19-25 Raglan Street, South Melbourne, VIC 3205, Australia.
Ph: 1300 007 001

Promotional Period: Start date: 14/05/18 at 09:00 am AEST
End date: 31/07/18 at 11:59 pm AEST

Eligible entrants: Entry is only open to Australian residents who are 18 years and over

How to Enter: To enter the Promotion, the entrant must visit www.spirit.com.au/fly_free, follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, email address, building name, date of birth and mobile number)

Entries permitted: Only one (1) eligible entry form per person will be accepted. By completing the standard entry method, the entrant will receive one (1) entry however additional entries are granted as identified on the landing page by completing additional information fields. One person may have a maximum of four (4) entries.

Total Prize Pool: Up to AUD \$5,000.00

Prize Description	Number of this prize	Value	Winning Method
<p>The prize is one (1) trip for two (2) people (the winner and their guest) to Japan which includes:</p> <ul style="list-style-type: none">Two return economy flights from Melbourne, Australia to Tokyo, Japan;Two seven-day JR Japan national rail passes for the Bullet train (Shinkansen)Five nights' accommodation (twin share) up to a value of \$1,250 by choice of the winnerAUD\$500 spending money (supplied to winner via EFT to bank account in the winner's name); andTravel insurance for two people.	1	Up to AUD\$5,000.00, depending on exact date and accommodation choice	Draw: computerised random selection - 01/08/18 at 02:30 pm AEST

Prize Conditions:

- Travel package is based on two people sharing a room.
- Dates of travel must be confirmed with Spirit Telecom's travel agent (Corporate Traveller) within 90 days of notification of draw.
- All elements are subject to availability at time of booking. There is no cash alternative. Prize (and any element of the prize) is non-refundable, non-exchangeable and non-transferable.
- Only valid for travel between 15 August 2018 and 31st December 2018.
- Winner will be required to produce a personal valid credit card upon check-in to hotel for incidentals. This is mandatory.
- At least one person travelling must be 18 years or over. If the winner is under 18 then his/her guest must be his/her parent or guardian and aged 18 years or over.
- Airline tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-transferable. Any alterations to confirmed flights and/or accommodation and/or scheduling arrangements will be at the expense of the winner and their travelling companions and cannot be split across different time periods.
- Individual supplier terms and conditions apply.
- Flights are standard economy class and may be indirect. The airline's Conditions of Carriage apply to all flights.
- The winner and travelling companion must travel at the same time and are responsible for transport between their residence and Melbourne Tullamarine airport in Australia and to/from their accommodation in Tokyo, Japan. These conditions apply for all flights.
- Airline, flight route and dates of travel are subject to the Promoter's absolute and final decision.
- Winner and his/her guest must have valid passports and applicable visas/permissions. Passports must have six months validity from the return date of entry back into Australia.
- Winner and his/her guest are responsible for Visa's required to enter Japan.
- Travel Insurance premium to the value of \$200 per person will be provided as part of the prize package.
- Travel insurance is only valid for passengers under 85 years of age and without pre-existing conditions: PRE-EXISTING CONDITION means: in respect of injury: a condition with which the insured person was aware of (whether diagnosed or not) or has sought treatment prior to the insured travel covered under the travel insurance policy; in respect of sickness: i.e. a condition or side effect with which the insured person was aware of (whether diagnosed or not) or has sought treatment prior to the insured travel covered under the travel insurance policy. If any form of cancer is a pre-existing condition, then there is no cover for cancer or cancer-related conditions; ii condition caused by a pre-existing condition, that is, any medical condition that the winner or companion have suffered from or been treated for, irrespective of whether a complete recovery has occurred. In the event of not qualifying for the included travel insurance, the winner and their guest will be required to obtain their own travel insurance policy.
- Travel itinerary will be determined by the Promoter in its absolute discretion.
- Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description herein, are not included.

- Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- Prize is subject to the standard terms and conditions of individual prize and service providers.
- The winner and his/her travel companion must depart from and return to the same departure point and travel together.
- The winner and his/her travel companion will each be required to fully complete a travel insurance application form provided by the Promoter's Travel Agent, and may also be required to undergo medical tests as required by the Promoter's nominated travel insurer, in order to redeem the travel insurance element of the prize. Any person found guilty of insurance fraud or failure to honestly and accurately disclose all relevant insurance information at the time of applying for a travel insurance policy or when making a claim forfeits any rights or entitlements to the travel insurance element of the prize. Travel insurance will be provided by the Promoter's nominated travel insurer, and subject to approval by the travel insurer. In the event that the Promoter's nominated travel insurer refuses to issue insurance to the winner/s and/or companion/s, the winner/s forfeits that travel insurance element of the prize. Travel insurance is subject to the terms and conditions issued by the Promoter's nominated travel insurer, including but not limited to any limitations on the covered amount.

Winner notification	The winner will be contacted by email and phone within two (2) business days of the draw. The winner will be published at www.spirit.com.au by 02/08/18.
Unclaimed Prizes	Prize(s) must be claimed by 03/08/18 at 02:30 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 04/09/18 at 02:30 pm AEST at Spirit Telecom, Level 2, 19-25 Raglan Street, Melbourne VIC 3000 Australia. The winner of the redraw will be notified by email and phone within two (2) business days of the redraw. The winner will be notified publicly (and their details published) at www.spirit.com.au by 06/08/18.

The Niggly Bits

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). 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.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies 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, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Draw:
 - a) The draw will take place at Spirit Telecom, Level 2, 19-25 Raglan Street, Melbourne VIC 3205 Australia at 2:30 pm AEST on 01/08/18 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
9. If a prize (or portion of a 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.
10. 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.
11. The prize will be awarded to the person named in the entry 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.
12. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. 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 which is located at <http://www.spirit.com.au/wp-content/uploads/2016/12/Spirit-Privacy-Policy-1.pdf>. 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 collects 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 and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
13. 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.

14. It is a condition of accepting the prize that the winner and their guest for the prize (or their parent/legal guardian, if under the aged of 18), may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize.
15. If a 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 and the provision of the prize is the sole responsibility of the third party and not the Promoter. 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 deliver 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.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and 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).
17. 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 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.
18. 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, the winner will forfeit the prize in whole and no substitute will be offered. 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 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.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. 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.
20. 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 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).
21. 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.
22. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
23. 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.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.