

# EVA Air - Facebook Competition Giveaway

## Terms & Conditions

### **General**

1. **Promotion Name:** EVA Air - PACK YOUR BAGS... Asia awaits! ("The Promotion")
2. **Promoter:**  
Company Name: EVA Airways  
ABN: 62051852183  
Address: Level 1, G32 International Terminal Brisbane Airport QLD 4008  
Australia  
Contact details: 07 3860-5555
3. **Website:** EVA Air Competition Page:  
<http://campaign.eva-air.com.au/win-a-return-flight-to-asia>
4. By participating in the Promotion, you agree to the following terms and conditions.

### **Disclaimer of Liability**

5. The Promotion is in no way sponsored, endorsed, or administered by or associated with Facebook and Instagram. Entrants completely release Facebook and Instagram from any and all liability relating to the Promotion.
6. The Promoter is in no way liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or its employees or agents, in connection with the arrangement for the supply of goods by any person to the prize winner. The Promoter does not accept responsibility for late, lost or misdirected entries or entries not received by the Promoter.
7. The Promoter, Facebook and Instagram accept no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.

8. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid.
9. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
10. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
11. You understand that you are providing your information to the Promoter and not to Facebook and Instagram. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion and for future marketing activities. By entering this Promotion, entrants consent to the storage of their personal information on the databases of the Promoter to be used for future marketing activities by EVA Air and the Promoter. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion, communicating with entrants or for future marketing purposes. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988.

## **Entry**

12. **Promotional Period** The Promotion starts at **11am, 12 Nov 2019** and closes at **11.59pm, 17 Dec 2019**. The major prize winner will be announced at **11am, 18 Dec 2019** and the minor prize winners will be announced at **11am, 10 Dec 2019**. All times are Brisbane, Australia times. The Promotion will take place during the Promotional Period. Any entry that occurs outside this period is invalid.

13. **Entry Restrictions** Entry is open to residents of Australia currently living in Australia who are aged 16 years and over (with a legitimate Facebook or Instagram account) at the time the Promotion starts, those who fulfil the entry requirements and are able to take the prize on the specified dates.
14. Employees of the Promoter, the Promoter's associated companies, the Promoter's agencies associated with the Promotion and their immediate families are ineligible to enter.
15. **Entry Method** To be eligible, entrants must enter during the Promotional Period: accessing the EVA Air designated landing page where users are to enter their name, email address and state as contact information. EVA Air advertisements will be shown through Facebook ads and on the EVA Air Australia Facebook page. Please note, you need to be able to be contacted by your email to be eligible.
16. All entries, once submitted, become the property of the Promoter. The Promoter may use entry content, images, photographs, and any other material created to enter the Promotion for publicity and promotion purposes for an unlimited time throughout the world without compensation in any media, social media, advertising and/or promoting any goods or services of the Promoter.
17. It is a condition of participating in the Promotion that the entrant warrants that their entry is original and does not infringe the intellectual property of any third parties.
18. The Promoter, Facebook and Instagram accept no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.
19. **Maximum Entries Permitted** Only one (1) entry is permitted, as an individual entrant can only win one (1) minor prize and/or (1) major prize (i.e. an entrant can't win multiple minor prizes, however can win 1 minor prize and the major prize) and possess one (1) email address.
20. To protect the integrity of the competition, the Promoter reserves the right, at its sole discretion, to verify, at any time (including after the closing of the Promotion) the validity of all entries (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits invalid, incomplete, indecipherable, private or illegible entries or tampers with the entry process or uses any automated entry software or any other mechanical or electronic means to submit repeated entries.

21. Entries must be received by the Promoter during the Promotion Period. Entries are deemed to be received when the user details (email address, name and state) reach the EVA Air user base. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by an entrant or occurring during transmission. The Promoter is not responsible for any technical problems or other malfunctions which may occur in relation to internet, network or network congestion, including problems with the transmission of entries or injury or damage to a participant or their computer related to entry in the Promotion.
22. Information on how to enter and prizes form part of these terms and conditions. Any entry not complying with these terms and conditions is invalid. If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

### **Prize details**

23. **Number of Prizes Available:** Ten (10) minor prizes and one (1) major prize

24. **Details** The minor prizes are as listed below:

- 2 x memo clip with magnet
- 2 x limited edition Boeing 787-10 travel mug
- 2 x stationary set
- 2 x EVA Air TSA travel lock
- 2 x Ball pan with mini pullback plane

A minor prize winner will receive one (1) of the items from the list above chosen by the promoter.

The major prize will consist of a complimentary Economy return ticket to an EVA Airways Asian destination of your choice, departing from Brisbane, QLD.

25. **Conditions of Prize As per conditions of entry.** Prizes are not transferable and cannot be converted to cash. Passengers are liable for payment of all taxes and fees applicable at the time of ticket issuance. Please contact your nearest EVA Air ticketing office for tax information.
26. **Prize Winner Notification** The prize winner will be contacted via email through their provided email address. If the winner does not respond within 7 days they will forfeit the prize.
27. **Prize Winner Publication Details** A prize winner announcement will be made on the EVA Air Australia Facebook page.

28. **Prize Claim Date** All prizes must be claimed **14 days after the winner is announced** - unless alternative arrangements have been agreed upon between the winner and EVA Air. If the prize is not claimed by the Prize Claim Date, the prize will be forfeited and the Promoter will determine an alternate winner.
29. **Prize Delivery:** Minor prizes will be posted to the winner once details arranged between the winner and EVA Air. Major prize will be emailed to the winner.
30. **Major Prize Terms & Conditions:** The complimentary ticket for an EVA Airways flight has its own terms and conditions including blackout periods, routes and expiration. The winner of this prize will need to refer to the terms and conditions listed on the complimentary ticket they receive.