

## **TERMS AND CONDITIONS FOR PRIZE WINNING TICKET - VIETNAM AIRLINES FREQUENT FLYER PROGRAM - LOTUSMILES**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this Sydney Airport Vietnam Airlines Hanoi Promotion is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Savings Time (AEDST) as the case requires.

### **ELIGIBILITY**

2. Subject to condition 3, this Promotion is only open to Australian residents aged 2 years or over. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.

3. The following are ineligible: (i) employees of the Promoter, or any of the tenants or retailers at Sydney Airport or any of the Promoter's agencies that are associated with the Promotion; (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter's promotions.

### **PROMOTION PERIOD**

4. This Promotion commences at 9:00am on 15 August 2017 and ends at 11:59pm on 14 September 2017 ("Promotion Period").

### **HOW TO ENTER**

5. To enter, individuals must, during the Promotional Period, visit <https://www.vietnamairlines.com/lotusmiles/enroll>, input the requested details including valid Australian mailing address and promotion code. Once link is activated in the email and account number is given, the successful registration will automatically enter the competition.

### **LIMITS ON ENTRY**

6. Limit of one (1) entry permitted per eligible person.

### **DRAW DETAILS**

7. The draw will take place at Vietnam Airlines – Australia Branch Level 25, Suite 25.03, 31 Market St, Sydney, NSW 2000, Australia, Tel: (61-2) 9285 4789 Fax: (61-2) 9283 9662. The Promoter reserves the right to select reserves and record them in order of merit in the event that the person who submitted the original entry that is selected is ineligible, or does not claim the prize within four (4) weeks of the Promoter first attempting to notify the winner. The name of the award winner must be provided to Vietnam Airlines within seven (7) days of the end of the promotion.

### **WINNER NOTIFICATION**

8. The provisional winner will be notified in writing within two (2) business days of the draw. A provisional winner will only be deemed a winner once verified by the Promoter. The winner will have their name published on Vietnam Airlines website and any or all social media accounts within seven (7) days of the draw date.

## **PRIZES**

9. The prize is one (1) return economy class airfares from Sydney/Melbourne to Vietnam flying with Vietnam Airlines (maximum 4 sectors)

10. Tickets must be issues before 31 December 2017 and are valid for three months from date of issue, subject to blackout dates. Travel must be completed before 31 March 2018. Seats may not be available during peak seasons, blackout periods apply (8 December 2017 – 20 January 2018) and are subject to availability. If the prize winner is located outside of Sydney, all travel to and fro this location will be at the winner's own expense. Flights do not include stopover and itinerary cannot be broken. Name change is not allowed. The prize does not include travel insurance, passport, visas, meals, airport transfers, excess baggage or any other costs of a personal nature not stated. Compliance with any health or other government requirements is the responsibility of the winner.

11. The promoter makes no representation as to the safety, conditions or other issues that may exist at the destination.

12. The winner will not accrue Lotusmiles on the prize travel.

13. Taxes and fees and excluded and are payable at the time of ticketing.

14. Award ticket is non-transferrable and non-redeemable for cash.

15. Award ticket is not upgradeable and cannot be re-routed after issue.

## **UNCLAIMED PRIZE DRAW**

16. The Promoter will conduct an unclaimed prize draw (if required) at the same place as the original draw on Friday 23<sup>rd</sup> September 2017. This date will be no sooner than three (3) months after the original draw, except in the case of an event prize, in which case the draw may be earlier. Winners, if any, will be notified in writing within seven (7) business days of the draw. The winner will have their name published on [www.vietnamairlines.com](http://www.vietnamairlines.com) and/or any of Vietnam Airlines' social media accounts within seven (7) days of the draw date.

## **GENERAL**

17. Incomplete, indecipherable or illegible entries will be deemed invalid.

18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

19. If for any reason a winner does not 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.

20. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

22. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

23. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

24. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate.

25. The Promoter's decision is final and no correspondence will be entered into.

26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

27. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.

28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related bodies corporate (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

29. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

30. By entering in this competition you acknowledge and confirm that Vietnam Airlines can use your personal information send e-news letters to your email address to keep you up-to-date with flight offers and services. To see the full Privacy Policy, go to: <https://www.vietnamairlines.com/en/terms-and-conditions/privacy-policy>

### **PRIVACY**

31. The Promoter may need to collect personal information about each claimant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, gift suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. By entering, the Promoter and Vietnam Airlines may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant and for such other purposes as set out in our Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the claimant's request, information provided will be removed from the Promoter's active marketing database. Information will be removed as soon as reasonably possible. All entries remain the property of the Promoter.

32. The “**Promoter**” is Vietnam Airlines – Australia Branch Level 25, Suite 25.03, 31 Market St, Sydney, NSW 2000, Australia, Tel: (61-2) 9285 4789 Fax: (61-2) 9283 9662