

Terms and Conditions
Brisbane Airport Corporation's Skygate Christmas Competition

1. Background

- a. Brisbane Airport Corporation Pty Limited (ACN 076 870 650) (**BAC**) offers Eligible Participants the opportunity to participate in the Skygate Christmas Competition (**Competition**) on the basis set out in these Terms and Conditions.
- b. Each Eligible Participant accepts BAC's offer in sub-clause 1.a by entering into the Competition in accordance with sub-clause 3.b.

2. Eligible Participants

- a. Only Eligible Participants can participate in the Competition.
- b. An Eligible Participant is:
 - i. a natural person;
 - ii. an Australian Resident;
 - iii. aged 18 years or over at the start of the Competition Period,
who is not:
 - iv. entering into the Competition on behalf of another person;
 - v. an employee of BAC, the Village Markets or Skygate;
 - vi. a spouse, child, parent or sibling of an employee of BAC , the Village Markets or Skygate;
 - vii. an employee of a related entity of BAC , the Village Markets or Skygate; or
 - viii. a consultant, or an employee of a consultant, engaged by BAC, the Village Markets or Skygate to deliver the Competition.

3. Competition

- a. The Competition commences at 9:00 am (Brisbane time) on Sunday, 13 December 2015 and closes at 9:00 am (Brisbane time) on Thursday, 24 December 2015 (**Competition Period**).
- b. Eligible Participants may, during the Competition Period, enter the Competition by entering their details on the Win competition tab on the Skygate Facebook page. Eligible Participants who share the Competition on their personal Facebook page will also receive one additional entry into the Competition.
- c. Each entry is received when it is entered on BAC's database not when it is submitted by the participant. BAC is not liable or responsible for lost or misdirected entries.
- d. Each Eligible Participant must only enter the Competition once.
- e. All entries must be in English.
- f. An attempt to enter the Competition not strictly in accordance with these Terms and Conditions (including but not limited to sub-clause 3.b) will be a "**Non-Conforming Entry**".
- g. BAC has no obligation whatsoever (at law or otherwise), in respect of Non-Conforming Entries.
- h. BAC may, at any time, take whatever action it considers necessary to verify the validity of entries or determine whether entries are Non-Conforming Entries.
- i. BAC may disqualify any entry, which in BAC's opinion:
 - i. is not in accordance with these Terms and Conditions;
 - ii. is incomplete or indecipherable;
 - iii. is made by an entrant who tampers, or attempts to tamper, with the entry process;
 - iv. is made in pursuit of an unlawful or other improper purpose; and
 - v. is made to jeopardise, or attempt to jeopardise, the fair and proper conduct of the Competition.
- j. If BAC disqualifies an entry under sub-clause 3.i, then that entry will be a Non-Conforming Entry.
- k. Any failure or delay by BAC to disqualify an entry under sub-clause 3.i is not a waiver of BAC's right to do so.

4. Winner of the Prize

- a. Within 24 hours after the end of the Competition Period, a representative of BAC will consider the entries (but not Non-Conforming Entries) and randomly select a winner of the Competition through the Shortstack Facebook application. The participant selected as the winner must, if requested by BAC, provide identification to confirm that person's name and eligibility to enter the Competition.
- b. The winner selected under sub-clause 4.a will, subject to sub-clause 4.c, be the "**Winner**".
- c. If the Winner is not eligible, has submitted a Non-Conforming Entry or has otherwise failed to comply with these Terms and Conditions, then that person will no longer be the Winner and the process in sub-clause 4.a must be completed within a reasonable time and a new Winner selected.
- d. BAC must attempt to notify the Winner that he/she has won the Competition by a post on the Skygate Facebook page and/or email within 24 hours of the Winner being selected.
- e. The Winner must claim the \$1,000 Woolworths Gift Card (**Prize**) or an alternative prize under sub-clause 4.h, by visiting Woolworths, Skygate. The Prize is subject to all associated Woolworths gift card terms and conditions.
- f. The Winner must present photo identification to claim the Prize. Woolworths, Skygate is located in The Village Markets, The Circuit, Brisbane Airport, QLD, 4008 and is open 24/7, Monday to Friday (closed Christmas Day). Centre Management may be contacted on (07) 3068 6697
- g. If the Winner does not claim the Prize within 1 month after the Winner is notified under sub-clause 4.d, or if the Winner fails to provide the correct contact details with the entry, then the Winner forfeits the Prize and is not entitled to claim the Prize. If the Prize is forfeited then BAC ensure that another Winner is selected under this clause 4.
- h. If the Prize, or any part of the Prize, becomes unavailable due to circumstances beyond BAC's control, BAC may provide an alternative prize to a similar value and similar standard as the Prize as determined by BAC in its absolute discretion.
- i. The Prize, or any part of the Prize, is not transferrable or exchangeable for other goods or services and cannot be received as cash. The Winner is not entitled to any compensation if the Winner is unable to use all or any part of the Prize for whatever reason.
- j. Total prize pool value is AUD\$1,000 including GST (where applicable).

5. General

- a. BAC, its related bodies corporate, officers, employees and agents exclude all liability (including negligence) for any loss whether direct, indirect, special or consequential loss (including loss of opportunity), or for any damage, personal injury or death sustained or suffered arising from or in relation to this Competition (including without limitation the Prize) except for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- b. BAC makes no representation or warranty about the fitness for purpose or merchantable quality of the Prize.
- c. BAC may collect, and each participant authorises BAC to collect and use, his/her personal information for the Competition, for any media, promotional, marketing and publicity purposes and as set out this subclause. If the personal information requested is not provided, an individual cannot participate in the Competition and any entry submitted by that individual will be a Non-Conforming Entry. BAC may share each participant's personal information with consultants who are assisting BAC with the Competition. BAC may publish the Winner's name. Participants can contact BAC for a copy of its privacy policy or to update or correct their personal information.
- d. These Terms and Conditions are the entire agreement and understanding between the parties on everything connected with the subject matter of this Competition and supersedes any prior agreement or understanding on anything connected with that subject matter.
- e. Each party has entered into this agreement without relying on any representation or warranty by any other party or any person purporting to represent that party.
- f. Any provision of these Terms and Conditions must not be construed to the disadvantage of a party merely because that party was responsible for preparing the Terms and Conditions.
- g. BAC's decisions relating to all aspects of the Competition are final and no correspondence will be entered into.
- h. The law of Queensland governs this agreement. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and the Commonwealth.