

**“NEWCASTLE AIRPORT WIN AN ACE BREAK TO THE AUSTRALIAN OPEN 2022”  
PROMOTION TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to NSW residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 19 December 2022 and close at 11:59PM AEDT on 15 January 2023 (“**Promotional Period**”).
5. To enter, individuals must visit <https://www.newcastleairport.com.au/parking-transport/australian-open-giveaway> , follow the prompts to the promotion entry page, input the requested details including full name, email address, phone number, postcode and how you heard about the promotion and submit the fully completed entry form during the Promotional Period.
6. Only one (1) entry is permitted per person.
7. 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. 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.
10. The draw will take place at Newcastle Airport, Level 1 (East), Terminal Building, Williamtown Drive, Williamtown NSW 2318 on 16 January, 2023 at 10:30AM AEDT. The winner must claim their prize in writing within 48 hours after the prize draw to receive the prize. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and email within two (2) hours of the draw. The winner will be published at <https://www.newcastleairport.com.au/parking-transport/australian-open-giveaway> from 16 January, 2023.
11. The Promoter’s decision is final and no correspondence will be entered into.
12. The first valid entry drawn will win a parking credit (for up to 4 days parking) up to the value of \$160 to spend at the Newcastle Airport car park (non-transferable), a \$500 pre-paid Visa card, 2 x tickets to the 2023 Australian Open - women’s final game on 28/1/23, 2 x return airfares from Newcastle Airport, NSW to Melbourne Airport, VIC up to the value of \$1500, 3 x nights of accommodation in Melbourne (twin share) and up to \$900. This prize pack will be facilitated through italktravel & Cruise The Junction and Maitland. This package is valid for 2 x travellers for 3 nights (subject to flight schedules).

Travel dates are subject to flights and booking availability. The winner and their companion/s (if any) must arrive to and/or depart from Newcastle Airport. The prize package must be executed and travel to/from Newcastle and Melbourne during the period of Jan 26 - Jan 29, 2023.

13. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
14. Any ancillary costs associated with redeeming the prize are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the prize pack is subject to any terms and conditions of the issuer including those specified.
15. Subject to the unclaimed prize draw clause, if for any reason the winner does not take/redeem the prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. If the prize (or part of the prize) is unavailable, the Promoter, in 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.
17. Total prize pool value is \$3,660. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. A draw for the prize, if unclaimed, may take place on 18 January 2023 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and email within two (2) hours of the draw and their name will be published at <https://www.newcastleairport.com.au/flights/sunny-coast-adventure-holiday> from 18 January, 2023.
19. Entrants consent to the Promoter using their 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.
20. 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.
21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. 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, as well as any other implied warranties under

the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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.

23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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 prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
24. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.newcastleairport.com.au/about-us/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
25. The Promoter is Newcastle Airport PTY LTD (ABN 30 060 254 542) of 1 Williamtown Dr, Williamtown NSW 2318, telephone (02) 4928 9800.
26. Travel insurance and any associated insurance coverage related to this prize package (including car hire) is to be purchased by the winner. Newcastle Airport will not be responsible for any excess claims or associated expenses.