Competition Terms and Conditions

Competition Schedule

PART A

1. **Competition Name**: Scan to Win

2. **Promoter**: Newcastle Airport Pty Limited (ACN 060 254 542; ABN 30 060 254 542) (Promoter) of 1 Williamtown Drive, Williamtown NSW 2318 (Head Office). Contact details available at: newcastleairport.com.au (Website) / (+61) 2 4928 9800.

3. **Entry Requirements**: Entrants must be at least 18 years of age, must reside in the Territory and must enter the competition by spending a minimum of $25.00 (inclusive of GST) in a single transaction at a participating outlet during the Competition Period and completing the online entry form (including uploading a copy of the purchase receipt) accessible by scanning the QR code displayed in-store.

4. **Maximum entries**: Maximum 100 entries per person across the Competition Period. Each entry requires a separate qualifying transaction, and each receipt can be used for one entry only.

5. **Number of winners**: There will be a maximum number of four (4) Winners.

6. **Territory**: New South Wales, Australia.

7. **Competition Period**: Competition commences 12:00 AM on Sunday 1 November 2026 (AEDT) and ends at 11:59 PM on Sunday 31 January 2027 (AEDT).

8. **Prize**: One (1) winner will receive one travel voucher valued at AUD $3,000 (inclusive of GST), issued by italktravel & Cruise (ABN 97 117 577 803), The Junction NSW 2291. Three (3) winners will receive one AUD $500 gift card (inclusive of GST).

   The travel voucher is valid for 24 months from the date of issue and must be used for travel that includes flights to and/or from Newcastle Airport (NTL).

   It is the winner's responsibility to arrange all travel bookings directly with italktravel & Cruise. Any costs, fees, or expenses exceeding the $3,000 travel voucher value are the sole responsibility of the winner.

   The travel voucher can be used towards a purchase of goods/services from italktravel & Cruise, such as airfares, subject to italktravel & Cruise's gift voucher terms and conditions, policies and any black-out periods specified. The gift vouchers are not exchangeable for cash. The Promoter reserves the right to substitute the Prizes with an equivalent gift voucher from another travel provider, in its sole discretion. The Winner must redeem the voucher prior to the date(s) specified above (or any such date as the voucher specifies), after which the voucher expires.

   The gift cards are valid for thirty-six months (36 months) from the date of purchase. The Winner may choose how to spend the gift card balance. Any remaining funds stay on the card until it is used up or expires.

For the purposes of this Competition, the total prize pool is estimated to be no more than $4,500. The Prize(s) must be taken as stated and are not transferable to another person, unless agreed to in writing by the Promoter. The Prizes are not exchangeable for other goods or services from the Promoter. Any additional expense incurred as a result of winning this prize is the responsibility of the Winner. The Promoter reserves the right to substitute the Prizes with an equivalent cash prize in its sole discretion.

9. **Prize date and selection of winner**: All eligible entries will be assigned a number, and the Winner will be drawn by a random electronic number generator.

   The Winners will be drawn at 10:00AM at the Head Office. There will be four (4) winners in total, with three (3) monthly draws and one (1) final prize draw, as follows:

   November 2026 Draw: One (1) winner will be drawn on 10 December 2026 and awarded a $500 gift card.

   December 2026 Draw: One (1) winner will be drawn on 11 January 2027 and awarded a $500 gift card.

   January 2027 Draw: One (1) winner will be drawn on 4 February 2027 and awarded a $500 gift card.

   Major Prize Draw: One (1) winner will be drawn on 4 February 2027 and awarded a $3,000 travel voucher.

10. **Publication of winner**: The winner will be notified within two (2) business of the draw, and no later than 7 days of the draw. The winner will also be announced online at the Promoter's Website and Facebook Page within seven (7) days of the draw and will remain published for a minimum period of twenty-eight (28) days.

11. **Winner's eligibility**: To be eligible to win, the Entrant's details provided to us must contain correct and accurate information. Employees of the Promoter and immediate family members of employees of the Promoter are not eligible to win.

12. **Prize Delivery**: Prizes will be delivered to the Winner to their nominated address or email address (at the Promoter's discretion) within twenty-eight (28) business days of the draw / re-draw date. If the Prize contains a cash prize, it will be delivered to the Winner by bank transfer to their nominated bank account. The Promoter will pay for the delivery of the Prize to the Winner's nominated address. The Promoter is not responsible for any additional costs incurred by the Winner in connection with the acceptance or use of the prize

13. **Force Majeure**: The Promoter shall not be liable for any failure or delay in delivering the Prize within the specified timeframe due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, government restrictions, industrial disputes, supply chain disruptions, transportation delays, or any failure or delay caused by the Prize Supplier(s) (**"Force Majeure Event"**).

    In the event of a Force Majeure Event, the Promoter will use all reasonable efforts to arrange for the delivery of the Prize as soon as practicable. The winner will be notified of any expected delays and, where possible, offered an alternative prize of equal or greater value, subject to availability and at the Promoter's sole discretion.

PART B

14. Information on how to enter and information provided in Part A form part of these Terms and Conditions and by entering into this Competition, each Entrant is deemed to have accepted and understood these Terms and Conditions. The Entrant agrees that these Terms and Conditions constitute all of the Terms and Conditions between the Entrant and the Promoter governing this Competition.

Participation:

15. To enter, Entrants must meet all of the Entry Requirements to enter the Competition as set out in the Schedule. The Entrant warrants and represents to the Promoter that it meets all of the Entry Requirements.

16. Entry is open to residents of the Territory.

17. The Competition will be open during the Competition Period. All eligible entries must be received by the Promoter during this time. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant.

Participating Outlets

18. For the purposes of determining eligibility for entry into the competition, participants must make a qualifying spend of a minimum of $25.00 (inclusive of GST) in a single transaction at one or more of the following food, beverage, or retail outlets located within the Newcastle Airport Terminal, Williamtown, New South Wales, Australia:

    (a) Crosswinds Coffee Co
    (b) Hunter Coffee Traders
    (c) Sushi Sushi
    (d) Cove Kitchen & Bar
    (e) Novocastrian Taphouse
    (f) Bernoulli's Café & Bar
    (g) Relay

Selection of Winner

19. The Winner will be selected by random draw, on the dates and at the location outlined in Part A. Entries that are incomplete or incomprehensible will be deemed invalid and will be ineligible to win.

20. Prizes will only be awarded to the person named on entry, subject to their entry complying with these Terms and Conditions.

21. Subject to clause 8, if a Winner is selected but passes away before claiming the prize (or part of it), the prize will be awarded to the Winner's estate, provided a certified copy of the Winner's death certificate is supplied within twenty-eight (28) days of the Draw Date.

22. If for any reason, a prize or element of a prize is unclaimed by the Winner or its estate within 3 months of the Draw Date despite reasonable steps by the Promoter to contact the Winner, the prize will be re-drawn.

23. The Winner of the re-drawn prize will be:
    (a) notified by email, within 2 business days on the re-draw, and no later than 7 days of the re-draw;
    (b) announced online at the Promoter's Website within 7 days of the re-draw; and
    (c) published on the Promoter's social media accounts within 30 days of the re-draw.

24. The Entrant is solely responsible for ensuring that it is eligible to be a Winner, and the Promoter will not be in any way liable to an Entrant, should the Entrant be found to be ineligible to win the Competition.

Prizes

25. Prizes are provided on an "as is" basis and the Promoter will not make any modifications to the Prizes at the Winner's request.

26. The Promoter will not be liable for any delivery of prizes to a wrong address or account due to any error by the Winner.

27. If the Winner claims a prize but is found to be ineligible or if the Winner does not provide valid delivery details within the time frame specified by the Promoter, the Winner forfeits the Prize and it will not be re-drawn.

28. The Promoter will not be liable for re-drawing or providing a replacement prize for any Prizes that are not received by the Winner due to being lost in transit, stolen or due to any failure to accept delivery by the Winner or due to any error in details provided by the Winner.

29. The Prizes may contain goods or services from 3rd party brands. Unless otherwise specified, the provision, advertisement or offer of prizes from a 3rd party brand does not constitute any sponsorship, approval or endorsement of the good, service, content, policies, practices or services offered by those parties.

30. Where a Prize is specified to be delivered directly from the 3rd party prize supplier, as a condition of entry, the Winner agrees that its details may be provided to the 3rd party prize supplier by the Promoter on its behalf for the purpose of delivery of the Prize to the Winner.

Personal information

31. As a condition of entering this Competition, Entrants agree to provide personal information to the Promoter. Personal information collected during the course of this Competition will be dealt with in accordance with the Promoter's Privacy Policy, located at the Promoter's Website. Personal information submitted may be provided to third parties for the purpose of administering this Competition and distributing the prizes, including to agents, contractors and prize suppliers. The Promoter may also use this personal information to contact you regarding, marketing, offers or Competitions from time to time.

32. As a condition of entry, each Entrant agrees that the Promoter may use their name (either in full or in part), likeness, voice and image (including any photograph and film) in any marketing and promotion of any products manufactured, distributed and/or supplied by the Promoter, for an unlimited period of time and the Winner will not be entitled to any fee for such use.

Intellectual property

33. By uploading, publishing, transmitting or making available any data, content or other material in connection with this Competition (Entrant Content), the Entrant agrees to grant the Promoter, its affiliates, licensees and successors a non-exclusive, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such content, including but not limited to text, images, videos, graphics, audio and photographs without attribution.

34. The Entrant warrants and represents that:
    (a) it holds all the intellectual property rights to the Entrant Content;
    (b) it has the authority and licence to upload, make available and licence the Entrant Content to the Promoter; and
    (c) the Promoter's use of the content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party.

35. The Entrant agrees that they are solely liable for the Entrant Content and that, to the fullest extent of the law, the Promoter shall not be liable in any way for such Entrant Content.

Reservation of rights

36. The Promoter reserves the right to request each winner to provide proof of identity or proof of residency at the address specified in their submission in order to claim a prize. Proof of identification and residency is at the absolute discretion of the Promoter. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the prize and no substitute will be offered.

37. The Promoter may, in its absolute discretion, modify or cancel the Competition and may administer this Competition in the manner that it considers appropriate in accordance with Australian law, including where the Competition is not capable of running as planned, such as where there has been infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition.

38. The Promoter reserves the right in its sole discretion to disqualify any Entrant that has, or is suspected by the Promoter to have:
    (a) breached any of these Terms and Conditions;
    (b) tampered with the entry process or the Competition;
    (c) engaged in any unlawful conduct;
    (d) engaged in any other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition or the reputation of the Promoter.

Social Media Platforms

39. The Competition is in no way sponsored, endorsed or administered by, or associated with www.instagram.com and its related mobile application, or any other social media platforms (Social Media Platform(s)).

40. The Entrant agrees that it releases the Social Media Platforms from any and all liability to the Entrant arising out of or in connection with the Competition.

41. The Entrant must not:

    (a) harass or bully any other person, use offensive language, use language that defames the Promoter, or use language that negatively impacts or intends to negatively impact the reputation of the Promoter;
    (b) use electronic programs, bots or similar technology to automatically submit entries;
    (c) use multiple Social Media Platform accounts to enter the Competition; or
    (d) tag other accounts owned or controlled by the Entrant to enter the Competition and agrees that it will only tag genuine friends or family in their entry, and the Promoter reserves the right to disqualify any Entrant or Entry that breaches these terms and remove any such entries from the Competition.

Exclusion of liability

42. The Promoter will not be liable for any late, lost or misdirected entries including due to technical disruptions, delayed or misplaced postage, network congestion or for any other reason. To the maximum extent permitted by law, the Promoter will not accept any liability for any error, omission or failure to administer this Competition.

43. Except for any liability that cannot be excluded by law, all Entrants release, and indemnify and hold harmless the Promoter (including its officers, employees, agents and contractors), from and against, all liability (including negligence), actions, claims, costs, losses or expenses arising out of or in connection with: any act, omission, negligence, fraud, wilful misconduct or breach of these Terms and Conditions by the

Entrant, its nominees or agents and the Entrant or Winner's acceptance of, use of or attempted use of any prize(s) and participation in the Competition, including (but not limited to) loss of income, damage to property and personal injury whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

(a) Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees, agents and contractors) 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 Competition, including, but not limited to, where arising out of the following:
(b) inaccurate or incorrect transcription of entry information;
(c) any technical difficulties or equipment malfunction, malfunction of any telephone network or lines, computer online systems or network, servers or providers, computer equipment, or software (whether or not under Promoter 's control);
(d) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
(e) any theft, unauthorised access or third-party interference;
(f) electronic or human error which may occur in the administration of the Competition;
(g) any variation in prize value as stated in the Schedule;
(h) any tax liability incurred by a Winner or Entrant;
(i) redemption or use of a prize; and
    i. any act or omission, deliberate or negligent, by the Promoter, or its employees or agents, in connection with the arrangement for supply, or the supply, of any goods or services by any person to a Winner and, where applicable, to any family/persons accompanying a Winner.

44. To the maximum extent permitted by law, the Promoter's total aggregate liability to the Entrant under or in any way connected with these Terms and Conditions and the Competition, or the performance or non-performance of these Terms and Conditions is limited to an amount equal to any amounts paid by the Entrant to the Promoter in the three (3) month period immediately preceding the date on which the relevant claim arose, which may be zero.

General

45. These Terms and Conditions are governed by and will be construed under the laws of New South Wales and the parties agree to submit to the exclusive jurisdiction of the courts of New South Wales and its appellate courts.

46. Failure by Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

47. Capitalised terms used throughout these Terms and Conditions are defined in the Schedule unless specified otherwise.

48. Force majeure: In this clause, Force Majeure Event means a circumstance beyond the reasonable control of a party and which results in the party being unable to observe or perform on time an obligation under this Agreement, including but not limited to: acts of God, earthquakes, lightning strikes, floods, droughts, storms, tempests, mud/land slides, explosions, fires, pandemic, any natural disaster, acts of war, terrorism, civil commotion, malicious damage, riots and revolution.

    If by reason of any Force Majeure Event, the Promoter is unable to perform in whole or in part any obligation under this Agreement then:
    (a) The Promoter will notify the Entrant / Winner of the Force Majeure Event in writing as soon as reasonably practicable;

(b) Provided that the Promoter provided such notice, the Promoter is relieved of that obligation under this Agreement to the extent and for the period that it is unable to perform such obligation;
(c) The Promoter must provide notice to the Entrant / Winner, and resume its performance of its obligations as soon as it is reasonably able to do so unless otherwise agreed in writing; and
(d) The Promoter will not be liable to the Entrant / Winner to this Agreement for failure to perform such obligation to the extent and for the period of non-performance contemplated by this clause.