

Newcastle Airport Competition Terms and Conditions

Competition Schedule

PART A

1. **Competition Name:** Newcastle Airport Business Break Giveaway
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 phone: (+61) 2 4928 9800.
3. **Entry Requirements:** Entrants must be at least 18 years of age, must reside in the Territory and must complete the entry form located at newcastleairport.com.au/business-break-giveaway (**Website**) during the Promotion Period.
4. **Maximum entries:** 1 per person.
5. **Number of winners:** There will be a maximum number of one (1) Winner.
6. **Territory:** Queensland, Australia.
7. **Promotion Period:** Competition commences 9.00am on Thursday 15 May 2025 and ends at 11:59pm on Monday 14 July 2025.
8. **Prizes:** The Prize is comprised of:
 - a) Return flights for two people to Newcastle Airport from Gold Coast Airport with FlyPelican – up to the value of \$490
 - b) One (1) night accommodation for up to two adults and two children at Mercure Newcastle Airport in a Family Room (value \$700.00), including:
 - a. A la carte dinner for up to two adults and two children at Mach One Restaurant and Bar
 - b. A la carte breakfast for up to two adults and two children at Mach One Restaurant and Bar
 - c) \$100.00 voucher to spend at News Travels, Newcastle Airport

In total, the Prize is valued at \$1,290.00.

For the purposes of this Competition, the total prize pool is estimated to be no more than \$1,290.00. The Prizes 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.

All prize components will be given in the form of a voucher to the Winner's nominated email address (**Voucher**). The Prizes are subject to the Voucher provider's terms and conditions, policies, and any black-out periods specified on the Voucher. The Vouchers are not exchangeable for cash. The Promoter reserves the right to substitute the Voucher for another voucher of equal or greater value from a different provider 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 on a device accessed at Head Office. One (1) winner will be drawn at 10am on Tuesday 15 July 2025 (**Draw Date**).
10. **Publication of winner:** The Winner will be personally notified by email by 5pm on Tuesday 15 July 2025. Winners will also be announced online at the Website within seven (7) days of the Draw Date.
11. **Winners eligibility:** To be eligible to win, the Entrant's details provided to us must contain correct and accurate information. Directors, management, and employees and their immediate families of the Promoter, Pelican Airlines Pty Ltd and Accor Group are not eligible to win.
12. **Prize Delivery:** The Winner will not incur a fee for receiving the prize. Prizes will be delivered to the Winner via their nominated email address within two (2) business days of confirmation of the Winner's eligibility.

PART B

1. 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

2. 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 they meet all of the Entry Requirements.

3. Entry is open to residents of the Territories.

4. The Competition will be open during the Promotion 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.

Selection of Winners

5. 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.

6. Prizes will only be awarded to the person named on entry, subject to their entry complying with these terms and conditions.

7. If for any reason, a prize or element of a prize is unclaimed by the Winner by 5pm on Friday 18 July 2025 despite reasonable steps by the Promoter to contact the winner, the prize will be redrawn at 10am on Monday 21 2025 using an online random generator accessed on a device at Head Office.

8. The Winner of the re-drawn prize will be:

(a) notified by email by 5pm on Monday 21 July 2025;

(b) announced online at the Website within 7 days of the re-draw

9. The Entrant is solely responsible for ensuring that they are 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

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

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

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

13. 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.

14. 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.

15. 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

16. 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 newcastleairport.com.au/about-us/privacy-policy/. Personal information submitted may be provided to third parties for the purpose of administering this Promotion 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 promotions from time to time.

17. 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

18. 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.

19. The Entrant warrants and represents that:

- (a) they hold all the intellectual property rights to the Entrant Content;
- (b) they have 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.

20. 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

21. 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.

22. 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.

23. 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.

Exclusion of liability

30. 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.

31. 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.

32. 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:

- (a) inaccurate or incorrect transcription of entry information;
- (b) 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);
- (c) the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
- (d) any theft, unauthorised access or third party interference;
- (e) electronic or human error which may occur in the administration of the Competition;
- (f) any variation in prize value as stated in the Schedule;
- (g) any tax liability incurred by a Winner or Entrant;

(h) 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.

33. 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 Promotor in the three (3) month period immediately preceding the date on which the relevant claim arose, which may be zero.

General

34. 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.

35. All references to time in this document refer to the local time in Newcastle, New South Wales, Australia, unless otherwise stated.

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

37. Capitalised terms used throughout these terms and conditions are defined in the Schedule unless specified otherwise.