

## **Terms and Conditions for Emirates “Win back the cost of your trip” competition**

1. Information on how to enter and prizes form part of these Conditions of Entry. Entry into this promotion is deemed acceptance of these Conditions of Entry.
2. Entry is free and open to Australian residents only, aged 18 years or older. Employees and immediate families of the Promoter and suppliers, providers and agencies associated with this promotion are ineligible to enter.
3. The promotion commences 9:00am 22/02/2018 (AEST, Australian Eastern Standard Time) and closes 6:00pm 25/03/2018 (AEST, Australian Eastern Standard Time).
4. To be eligible to win entrants must purchase an adult return ticket ex AU on Emirates to Europe through an italktravel agent between the competition period.
5. The winner will be chosen at random by an italktravel representative on the 26/03/2018 at 160 Queen St, Melbourne VIC 3000. The winner will be notified by email (within 24 hours). Their name and entry will be published via our social networks. In the event that the prize notification email is returned as undeliverable, such prize will be forfeited and an alternate winner will be selected from all remaining (non-winning) eligible entries. Names of the winners (first name, last initial and city/state of residence) may also be announced in the italktravel e-newsletter.
6. The Promoter, italktravel, reserves the right to request proof of residency at the stated address and identification for verification (to the Promoter's satisfaction in its discretion) before issuing the prize. Incomplete or incomprehensible entries will be deemed invalid. Entries containing and/or depicting illegal, sexually explicit or morally or racially offensive content will be ineligible to win. The Promoter's decision to disqualify an entry is final and no correspondence will be entered into. No responsibility will be taken for lost, late or misdirected entries
7. The Promoter may award the prize to the second chosen entry if the prize remains unclaimed within a 3 month period after the prize notification email is sent. In the event of any winner in the unclaimed prize judging, the winner will be notified by email and the winner's name and locality will be published on [www.italk.travel](http://www.italk.travel)
8. There will be 1x (one) winner of this promotion.
9. The winning eligible entry will win the cost of 1x ex AU return flight to Europe on Emirates during the competition period, total prize valued at \$2,000 AUD. Once redeemed, if the value prize is less than total prize \$\$ in AUD the remaining balance will be forfeited. The prize does NOT include additional costs as indicated, but not limited to, those listed below.
10. Spending money, meals, travel taxes, travel insurance, passports, visas, transport to and from departure point and all other ancillary costs, as well as obtaining any of these, are the responsibility of the winner. Any cancellation fees or changes to the itinerary will remain the cost of the passenger.

11. All components of the prize must be taken together or otherwise are deemed to be forfeited. Prize cannot be used in conjunction with any other italktravel or third party discounts or special offers.

12. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.

13. The Promoter will not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the prize except for any liability, which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures. Tax implications may arise from the receipt or use of a prize. Independent financial advice should be sought. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

14. If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, 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 this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion subject to any written directions under applicable legislation. The Promoter also reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

15. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this promotion.

16. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Promoter collects contact information about entrants in order to contact them about the promotion and where appropriate award prizes and may also use the information to assist the Promoter in improving goods and services and to contact entrants in the future with special offers via any medium including mail and commercial electronic messages. If you do not provide the information, you cannot participate.

17. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.