

# PROMOTION: Win a 10night Oceania Cruise around Japan in April 2021

## Terms & Conditions

### Who is running the Promotion?

The Promoter is Main Beach Travel, Cnr Hughes and Teddar Ave, Main Beach, QLD 4217, Ph 07 5588 2500.  
FlyCruise is a division of Main Beach Travel

### When will the Promotion start and end?

The Promotion starts at 12.00am (AEST) on 04/12/2019 and ends at 11.59pm (AEST) on 31/03/2020 (the Promotion Period).

### Who can enter?

Only Australian residents aged 18years and over are eligible to enter this Promotion.

### Who can't enter?

Directors, officers, management and employees of: (a) the Promoter; or (b) the agencies or companies associated with this Promotion, and their immediate families, can't 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.)

### Where will the Promotion be run?

The Promotion will run online at <https://www.flycruise.com.au/oceania-cruise-prize-draw> and via Social Media advertising.

### What do I need to do to enter?

To enter, individuals must visit <https://www.flycruise.com.au/oceania-cruise-prize-draw>, input the requested details in the VIP Member sign-up form and submit the fully completed form so that it is received during the Promotional Period. They can also enter via a Facebook lead ad or Google Banner Display ad.

Incomplete or indecipherable entries will be deemed invalid. Any unsubscribed entrants at the time of the draw will not be included in the draw.  
Only one (1) entry is permitted per person.

### How many winners will there be and how will they be chosen?

There will be 1 winner determined in respect of this promotion.

The draw will be held at 12pm (AEST) on Friday 17 April 2020 at Main Beach Travel, Main Beach, QLD

The first valid entry drawn randomly from the entries received during the Promotion Period will win the prize.

The Promoter will draw additional 'reserve entries' and record them in order, in case the winning entry/entrant is deemed invalid, or a prize is unclaimed (Reserve Entrants).

### What can I win?

There is 1(one) prize available.

### Details of the Prize:

The prize is a cruise for 2 (two) people, (travellers must be aged 18+) on the Oceania Nautica 9 night cruise in a partially obstructed Oceanview Cabin, departing Tokyo's port on 01 April 2021 and includes 1 night hotel stay before the cruise. **Flights from Australia are NOT included in the prize.**

### Travel Dates

The prize start date is **31 March 2021**. The Oceania Nautica sailing date is 01 April 2021.

The prize is provided on a twin share basis and the prize cannot be transferred to other persons without the express authorisation of Oceania Cruises and Main Beach Travel. The Promoter's decision is final, and no correspondence will be entered into.

### Total prize pool

Total prize pool value is approximately \$12,000.

Prize pool value is based on costings as at 10 November 2019. The prize value may fluctuate based on availability at time of booking and cruise availability.

### How and when will the winner be informed?

If you are a winner, you will be notified by email in writing within two days of the draw and your name will be published at <https://www.flycruise.com.au> on 17 April 2020 for a period of 28 days.

### If I win, when must I claim my prize?

You must claim your prize by 5pm (AEST) on Friday 24 April 2020.

### What if I don't claim my prize on time?

If the prize has not been accepted or claimed by 5pm (AEST) on Friday 24 April 2020, the relevant entry will be discarded, and the Promoter will revert the prize to the Reserve Entrants. If the drawn Reserve Entrants cannot be contacted by 30 April 2020 the prize will be forfeit.

### What are the prize booking conditions?

This prize cannot be used on existing bookings or in conjunction with any other discounts or special offers.

Cruise tickets must be obtained by the winner contacting Main Beach Travel directly. Details will be provided to the prize winner. This prize cannot be booked through a travel agent or online. The Cruise booking has been confirmed by Main Beach Travel. Itineraries and inclusions are subject to change without notice. Cruise itinerary and ship information can be found [HERE](#). The prize is subject to the standard terms and conditions of individual prize and service providers.

### Travel Insurance is required to be held by all Main Beach Travel travellers.

The Prize does not include flights, airport transfers, travel insurance, any additional meals, any extra sightseeing or activities, any additional accommodation, personal spending money, passports, travel visas required, any other transport as required to and from departure point, single supplement and all other ancillary costs, as well as obtaining any of these, are the responsibility of the winner and their travel companions.

Once booked, any changes made to the booking may incur a cancellation fee or amendment fee, at the cost of the winner.

Standard booking conditions apply. Please refer to the Booking Conditions on FlyCruise website (<https://www.flycruise.com.au/terms-conditions>)

### General entry conditions

1. These Terms and Conditions incorporate and must be read together with the details outlined in the paragraphs above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.
2. The Promoter/s shall 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.
3. 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.
4. 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. 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. Please note that the Main Beach Travel marketing team may contact the winner post travel for feedback on the trip.

5. It is the winner's responsibility to ensure that they have valid documentation, including but not limited to valid identification, which meets the requirements of any government authorities at the destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winners.
6. 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.
7. 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.
8. 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.
9. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
10. 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.
11. 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) if any of the informal presentations or any elements of the trip are delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter;
  - (f) any tax liability incurred by a winner or entrant; or
  - (g) taking/redeeming or participating in any element of the prize
12. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

#### **Collection and use of your personal information**

13. 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.flvcruise.com.au/privacy-security>. If an entrant opts in then 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 that entrant's 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 entrant's personal information to any entity outside of Australia.
14. 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.