

## 1 September 2015 Helloworld “relay” Promotion

### Terms and Conditions

1. Information on how to enter forms part of the terms and conditions of entry. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
2. The promoter is Stella Travel Services (Australia) Pty Limited trading as helloworld (ABN 84 003 237 296) of Level 3, 77 Berry Street, North Sydney NSW 2060 (telephone number 02 8229 4000) (**Promoter**).

### Duration

3. Unless otherwise stated all references to time in this document are a reference to the local time in Sydney, New South Wales on the date stated. The promotion commences at 12.00am 1 September 2015 and closes at 11:59pm 22 September 2015 (**Promotion Period**).

### Eligibility to enter

4. Entry is open only to Australian residents over the age of 18 but excludes;
  - i. directors, management, employees and their immediate families of the Promoter, franchisees and their employees, and each of their related bodies corporate; and
  - ii. Eligible Entrants’ whose images are suspended, cancelled, withdrawn or otherwise terminated at any time during the Promotion Period, or at the time of the draw or any redraw as applicable.

(**Eligible Entrants**)

### Entry into the promotion

To enter, Eligible Entrants must during the Promotion Period upload a holiday or travel related photograph (**Eligible Photograph**) either through Instagram, Twitter, or by using the entry form. When they submit their eligible photograph the entrant must use a caption for the image that depicts a unique ‘hidden gem explored’. Entrants must ensure their accounts are in ‘public view’ in order to participate.

#### (a) **Instagram:**

Log on to Instagram on mobile, follow helloworld’s official Instagram account [@helloworldau](#) (**Instagram**) upload an Eligible Photograph and use the tag #helloworldRELAY. Entrant must also tag the location of their ‘hidden gem’ via a location tag. By following @helloworldau on Instagram , uploading an Eligible Photograph on Instagram, tagging the location of the photo via a location tag, and captioning it with #helloworldRELAY shall constitute acceptance of these Promotion terms and conditions; and/or

#### (b) **Twitter:**

Log on to Twitter, follow helloworld’s official Twitter account [www.twitter.com/helloworldau](http://www.twitter.com/helloworldau) (**Twitter**), upload an Eligible Photograph and use the tag #helloworldRELAY. Entrant must also tag the location of their ‘hidden gem’ via a location tag. By following @helloworldau on Twitter, uploading an Eligible Photograph on your Twitter

account, tagging the location of the photo via a location tag and captioning it with #helloworldRELAY shall constitute acceptance of these Promotion terms and conditions; and/or

**(c) Entry Form**

Visit <http://relay.helloworld.com.au>. Complete all of the required data fields on the entry form, accept the Terms & Conditions and upload an Eligible Photograph.

5. Multiple entries are permitted.
6. Eligible Entrants must ensure that their entries are received by the Promoter during the Promotion Period.
7. Eligible Entrants acknowledge and agree that any images uploaded will not be obscene, defamatory, threatening, harassing, hateful, racially or ethnically offensive or encouraging of conduct that would be considered a criminal offence, gives rise to civil liability, or violate any law.
8. Eligible Entrants confirm and warrant that (a) he/she has submitted a photograph that is an original work; (b) he/she is the copyright owner of all copyright works and subject matter comprising the Eligible Photograph; (c) he/she has full power and authority to enter into this Promotion; (d) the Eligible Photograph does not breach any third party intellectual property, privacy or confidentiality rights and hereby indemnifies the Promoter from and against any and all costs and damages incurred as a result of any breach of these warranties and these Promotion terms and conditions.
9. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the Eligible Entrant. The Promoter is not responsible for any technical malfunction affecting uploading and tagging of images, any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission interruption or otherwise.
10. Entry via, Instagram, Twitter and **(Social Platforms)** and entry form are free. However, any costs associated with accessing Social Platforms are the responsibility of the person seeking access and are dependent on the internet service provider used.
11. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age, place of residence and proof of ownership of Eligible Photograph) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

**Selection of Winners**

12. At the conclusion of the Promotion Period the three (3) best entries will be selected as Winners of the Promotion by a panel appointed by the Promoter (**Winners**), at the Promoter's sole discretion. Each entry will be judged on inspirational and creative merit. This is a competition of skill and chance plays no part in the determination of the Winners.
13. All entry processing, finalist shortlisting, vote qualification and judging co-ordination will take place at the office of the Promoter, 77 Berry Street, North Sydney 2060 between 23 September 2015 and 23 October 2015.
14. The results are final and no correspondence will be entered into.

## The Prize

15. There are three prizes consisting of helloworld travel voucher valued at A\$2000 each (**Prize**).  
The Promoter will select the three best entries received during the Promotion Period.
16. The total prize pool for this promotion is valued at a maximum of A\$6,000.
17. If a Prize (or any part of a Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. The Promoter accepts no other liability or responsibility for any loss incurred by the Winner or any other party if a Prize (or any part of a Prize) is unavailable for any reason.
18. A Prize cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
19. The Prize may be transferred at the Promoter's sole discretion. In the event that the Promoter exercises its discretion to allow the Winner to transfer the Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.
20. The Promoter reserves the right to refuse to allow the Winner to take part in any or all aspects of the Prize, if the Promoter determines, in its absolute discretion, that the Winner is not in the mental or physical condition necessary to be able to safely utilise the Prize.
21. The Winner is advised that tax implications may arise from them winning a Prize and they should seek independent financial advice prior to accepting the Prize.
22. Once a Prize (or any part of a Prize) has left the Promoter/Supplier's premises, the Promoter and the relevant parties will not be responsible for any delay in delivery or loss of damage of the Prize (or part of the Prize).
23. The Winner is responsible for any amendment fees issued by the airlines or suppliers once the Prize is utilised and their booking is confirmed and ticketed.
24. The Prize must be redeemed at a helloworld travel agency and booked before 30 June 2016. For the avoidance of doubt, the Prize cannot be redeemed on [www.helloworld.com.au](http://www.helloworld.com.au). In the event that for any reason whatsoever the Winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize or that element of the Prize will be forfeited by the Winner.
25. The Prize cannot be used in conjunction with any other discounts or special offers.
26. Frequent Flyer points cannot be accrued as part of this prize and prize winner tickets cannot be upgraded using frequent flyer points, or by payment.
27. If the Winner determines that travel insurance or a visa is required, they will be responsible for arranging and paying for such travel insurance or visa.
28. Agents may charge service fees, rates vary.
29. Any additional payments by credit card may incur a surcharge.
30. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.
31. For bookings made using the Prize, the Winner and any guest/s must ensure that they have valid documentation, including but not limited to valid passports (if required) and visas, which meet the requirements of immigration and other government authorities at the destination. If the Winner or their guest/s is refused departure from Australia or entry into the relevant destination, they will forfeit the Prize and no substitute or compensation will be offered.
32. 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 of equal value and/or specification, subject to any written directions from a regulatory authority.

33. Unless otherwise stated, the Prize is not exchangeable or redeemable for cash or other goods or services.

#### **Notification of the winner**

34. The winners shall be notified on 23 October 2015.
35. For any winning entries who have tagged an Eligible Photograph using the hashtag #helloworldRELAY on Instagram and/or Twitter and tag their eligible photographs location, the Winner will receive a social post against their winning entry advising the Winner they must contact the Promoter on [imagebank@helloworld.com.au](mailto:imagebank@helloworld.com.au).
36. For any winning entries who have uploaded an image via the entry form, the Winner will receive a confirmation email.
37. All winning entrants will be published using their first initial, surname and postcode on <http://relay.helloworld.com.au> on 23 October 2015.

#### **Right of the Promoter to redraw.**

38. The Promoter reserves the right to reassess in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For any prize that remains unclaimed by 3.00pm on 27 November 2015 a second draw will be conducted at the same time and place as the first draw subject to any written direction given under applicable law. Any winners determined in accordance with this clause will be notified by 27 November in the same manner as per paragraph 36-38 above and their names will be published on <http://relay.helloworld.com.au> as well as helloworld social channels (Facebook, Twitter and Instagram) on 4 December 2015.

#### **Limitation of liability and variation of terms**

39. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
40. The Promoter, its related bodies corporate and their respective officers, employees, contractors and agents (Promotion Parties) will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this promotion, the promotion of this promotion or the use of any Prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (Damages) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.
41. The exclusion of liability in clause located under 'Right of Promoter to redraw' above does not apply to limit or exclude liability:
- i. for personal injury or death suffered or sustained in connection with the supply of goods or services which are supplied by the Promoter in the ordinary course of business. To remove doubt: third party goods or services, which other than in connection with this promotion, are in the normal course of business supplied by a

- third party unrelated to the Promotion Parties, are not supplied by the Promoter in the ordinary course of business;
- ii. to the extent it is not permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

### **Entry details and privacy**

42. Entry details remain the property of the Promoter. The name, entry and photograph of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize
43. By submitting an Eligible Photograph using Social Platforms or the entry form, you hereby grant helloworld:
  - i. a nonexclusive, worldwide, irrevocable, royalty-free perpetual license to modify, reproduce, distribute, publicly display, publicly perform, sub-licence the Eligible Photograph you submit to helloworld; and
  - ii. to publish Eligible Photograph for, including without limitation, advertising, online media, social media, trade or any other lawful purpose
44. Entrants acknowledge that all content posted on Social Platforms must be in accordance with the applicable terms and conditions including but not limited to any applicable community guidelines and Statement of Rights and Responsibilities.
45. The Prize winner acknowledges that they will be required to provide a caption to their image that depicts a unique 'hidden gem explored', to be used at the discretion of the Promoter and prize partners for promotional purposes. There will be no time limit on the promotional use and the winner will not be entitled to any fee for such use.
46. This competition is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter. Entrants are providing their information to the Promoter and not to the Social Platforms. Each Eligible Entrant completely releases Instagram or Twitter and from any and all liability.
47. In granting helloworld this permission, you agree that you will not receive compensation for use of the images.
48. You release helloworld from any and all liability from its use of the images in their present or any altered form. You understand that you will not have any right to inspect or approve the finished images or the manner in which helloworld may use them.
49. You also understand that helloworld will rely on this permission and make commitments regarding the use of the uploaded images. If you wish to withdraw this permission, you agree to give helloworld written notice by email to [imagebank@helloworld.com.au](mailto:imagebank@helloworld.com.au) or by mail to Marketing, Level 3, 77 Berry Street, North Sydney NSW 2060. Your withdrawal will apply only to the future use of the images for which helloworld has made no commitment.
50. Entry details remain the property of the Promoter. The name and photograph of the winner may be used for promotional purposes by the Promoter, unless the winner otherwise notifies the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes (including to third parties involved in the promotion and any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, entrants' personal information provided

in connection with this promotion will be handled in accordance with the Promoter's Privacy Statement, visit [www.helloworld.com.au](http://www.helloworld.com.au) to obtain a copy.

51. If an entrant marks the 'opt-in' boxes on the competition entry form, the entrant consents to the storage of their personal information on the Promoter's database and use this information at any time in the future for promotional and marketing purposes regarding their respective products or services including contacting the entrant via electronic messaging.

#### **Tax Implications**

52. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought