

# My Holiday Flashback Promotion

## Conditions of entry

<b>Promoter</b>	Australian Postal Corporation (ABN 28 864 970 579) trading as "Australia Post", 111 Bourke Street, Melbourne, VIC 3000. Phone: 13 76 78.
<b>Entry Restrictions</b>	Open only to Australian residents aged 18 or over except directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter, or of the agencies or companies associated with this competition.
<b>Competition Period</b>	9am (AEDT) on 21/03/16 to 11:59pm (AEST) on 15/05/16.
<b>Competition Week</b>	The Competition Period is made up of 8 Competition Weeks. A Competition Week commences on each Monday and ends at 11:59pm (AEST/AEDT) on each Sunday during the Competition Period.  Entries will not roll-over to subsequent Competition Weeks.
<b>Entry Method</b>	During the Competition Period, entrants must:  (a) write a story in 250 words or less about a past travel experience (a " <b>Holiday Flashback Story</b> "). Entrants may wish to demonstrate:  (i) a unique and interesting experience, with an element of risk or unpreparedness; and  (ii) an opportunity for Australia Post's range of travel essential products (e.g. travel insurance, multi-currency travel cards, foreign cash, passport application/renewal, TravelSIM, mail hold services) to provide a solution;  (b) visit <a href="http://myholidayflashback.auspost.com.au/">http://myholidayflashback.auspost.com.au/</a> ( <b>Website</b> ); and  (c) fully complete and submit the online entry form including by telling the Promoter their Holiday Flashback Story and uploading a photograph (in JPEG or PNG format) illustrating their Holiday Flashback experience, and providing any additional information as required by the Promoter.
<b>Winner Determination</b>	<b>Minor prize winner determination</b>  The best valid entry received in each Competition Week, as determined by the judges, will win the minor prize for that Competition Week.  <b>Major prize winner determination</b>  The best valid entry received overall during the Competition Period (from the 8 Competition Week winners), as determined by the judges, will win the major prize.  As part of the judging process, the Promoter may ask entrants to provide a video of themselves in accordance with the Promoter's instructions to verify their suitability to participate in filming of the major prize (including, without limitation, on camera and in print media) (as determined by the Promoter in its absolute discretion). By entering this competition, entrants agree to provide this video on request.

	<p>The major prize winner will be judged on both their entry submitted in accordance with the Entry Method and whether they reflect the Promoter's values and brand (as determined by the Promoter in its absolute discretion) including their ability to participate in filming of the major prize.</p>
<p><b>Prize Details</b></p>	<p>There are 9 prizes to be won in total with 8 minor prizes (1 minor prize per Competition Week) and 1 major prize.</p> <p><b>Minor Prizes</b></p> <p>Each minor prize is \$5,000 (to be awarded either by cheque or EFT into the winner's bank account as determined by the Promoter).</p> <p><b>Major Prize</b></p> <p>The major prize is an opportunity for the major prize winner to "re-live" their experience that is the subject of their Holiday Flashback Story as determined by the Promoter in its absolute discretion.</p> <p>The major prize may include, but is not limited to, the following prize elements:</p> <ul style="list-style-type: none"> <li>• travel from the major prize winner's nearest Australian capital city to the relevant major prize destination (mode and class of transport to be determined by the Promoter);</li> <li>• accommodation for the duration of the trip (accommodation type and star rating to be determined by the Promoter); and</li> <li>• if applicable and possible, activities and meals associated with the relevant Holiday Flashback Story (to be determined by the Promoter).</li> </ul> <p>The Promoter reserves the right to determine which prize elements are included and to determine if aspects of the major prize winner's "Holiday Flashback Story" are inappropriate, unsuitable or not viable. The Promoter does not make any representations or guarantees that the major prize will include any particular components or that the major prize winner will be able to take any or all aspects of their Holiday Flashback Story. The Promoter's decision in respect of all aspects of the major prize is final.</p> <p>The major prize will be valued between \$5,000 and \$12,000 (inc GST) (depending on the major prize winner's holiday destination, point of departure and inclusions of the trip (e.g. any activities associated with the Holiday Flashback Story)). The actual value of the major prize as awarded to the major prize winner will be determined by the Promoter in its discretion (based on the prize elements awarded by reference to the major prize winner's Holiday Flashback Story) regardless of whether the maximum prize value of \$12,000 is reached. Any costs incurred over the maximum prize value of \$12,000 are at the major prize winner's expense.</p> <p>All aspects of the major prize (including but limited to any associated activities) are subject to availability at the time of booking.</p> <p>The Promoter may decide in its absolute discretion (in consultation with the major prize winner) whether the major prize awarded to the major prize winner (or aspects of the major prize) will include one or more of the major prize winner's companion/s (by reference to the major prize winner's Holiday Flashback Story). By entering and/or accepting the major prize, entrants acknowledge and agree that in order for one or more companion/s to participate in the major prize, certain elements of the major prize winner's "Holiday Flashback Story"</p>

	<p>may need to be substituted so as not to exceed the maximum prize value of \$12,000. Any costs incurred in relation to the major prize winner's companion/s participation in the major prize over and above the maximum stated prize value must be borne by the major prize winner and his/her companion/s as incurred.</p> <p>Any additional costs associated with the major prize, including but not limited to additional meals, spending money, incidental expenses, additional travel and accommodation and insurances that are not otherwise included are the responsibility of the major prize winner (and his/her companion/s, if applicable).</p> <p>See paragraphs 9 and 10 for full major prize details and conditions.</p>
<b>Prize Pool</b>	The total prize pool is valued at up to \$52,000 (inc GST), depending on the major prize winner's holiday destination and point of departure.
<b>Entry Limits</b>	Entrants may enter as many times as they wish, provided that each entry is based on a separate Holiday Flashback Story and separate photograph. Each entry must be unique and not a duplicate or near duplicate of a previous entry.
<b>Winner Notification</b>	The winners will be notified by phone and in writing.
<b>Prize Claim Date and Time</b>	Prizes must be claimed by 11:59pm (AEST) on 30/06/16.

- 1 Information regarding prizes and how to enter forms part of these conditions. By entering, entrants accept these conditions.
- 2 The competition will be conducted during the Competition Period.
- 3 Entries must be received during the Competition Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses, phone numbers or aliases may be disqualified. Consumers are responsible for their own costs associated with accessing the Internet. Automatically generated entries may be disqualified.
- 4 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise.
- 5 This is a game of skill; chance plays no part in determining the winners. Each valid entry will be individually judged (by representatives of the Promoter) based on, among other things, literary and creative merit.
- 6 Each entry (including the Holiday Flashback Story and photograph) must be the entrant's original work. By entering this competition entrants:
  - (a) consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this competition or for any other purposes;
  - (b) undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights;
  - (c) grant the Promoter a world-wide, royalty free, perpetual, irrevocable, transferrable licence (with a right to sublicense) to use their entry submitted as part of this competition for any purpose;

- (d) permit the Promoter to edit, adapt and alter their entry for inclusion on the Website and on the Promoter's social media channels;
  - (e) acknowledge that their entry and their name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view;
  - (f) warrant that they own or have the right to license the copyright in any entry submitted by them into this competition, for the purposes of this competition, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this competition, and that the use by the Promoter of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation);
  - (g) warrant that any person named in a Holiday Flashback Story or featured in any photograph has consented to the entrant naming them in the entrant's Holiday Flashback Story or submitting that photograph into this competition;
  - (h) warrant that their entry does not include any content that contravenes any law, infringes the rights of any third party, is obscene, offensive, discriminatory, indecent, otherwise objectionable or inappropriate or makes any improper or inappropriate invasion of the privacy of any person. Without limitation, entrants must not include any content that involves nudity, malice or which may be defamatory or in contempt of court;
  - (i) warrant that their entry does not include any literary, dramatic or artistic work, or any other item in which copyright subsists, unless the entrant is entitled to do so;
  - (j) warrant that their entry contains no virus or other computer code or material embedded in it which may have a negative impact on any network or third party computer systems; and
  - (k) warrant that all persons appearing in their photograph are 18 years of age or older or, if any person is under 18 years of age, that their parent's or guardian's consent has been provided.
- 7 The Promoter may (but is not obliged to) determine at any time, in its absolute discretion, whether or not to publish any entries on the Website, the Promoter's social media channels and any other advertising mediums, remove any entries once published, or amend, edit or modify any entries (or any part thereof), or disqualify or invalidate any entry including (without limitation) if the Promoter is of the view that:
- (a) the entry does not comply with paragraph 6; or
  - (b) the entry otherwise breaches these conditions of entry.
- 8 The prizes are as stated in the Prize Details.
- 9 The major prize is a trip for the winner to "re-live" their Holiday Flashback Story experience which consists of the prize elements as set out in the Prize Details section. All prize elements including travel, activities and accommodation are subject to booking and availability. Travel must be taken on dates to be confirmed by the Promoter within 12 months. The major prize may not be available to be taken during exclusion periods as specified by the Promoter or the prize supplier/s. All other costs associated with the prize not specified, including but not limited to any additional transfer costs, additional meals, additional taxes, insurances and other ancillary costs are the responsibility of the major prize winner (and his/her companion/s, if applicable), as incurred. The major prize winner and any companion/s must depart and return at the same time. The prize is subject to any additional terms and conditions specified by the Promoter and/or the prize supplier/s. The major prize winner (and his/her companion/s, if applicable) is responsible for ensuring that they have all necessary documents to travel to the relevant major prize destination(s), including a current passport and any visas that may be required.

- 10 By accepting the major prize, the major prize winner (and any companion/s if applicable) acknowledge and agree to:
- (a) representatives of the Promoter attending and filming and photographing all or any part of the major prize holiday experience (as advised by the Promoter) for use in various media and future marketing (including online and print media) for an unlimited period of time and without compensation to any person included in the films and/or photographs (including without limitation the major prize winner and his/her companions if applicable);
  - (b) comply with all requirements and directions of the Promoter (and any representatives of the Promoter) for the filming and production of any promotional films and photographs for use in future marketing and various media; and
  - (c) the Promoter having complete discretion about how any films and/or photographs are used in future marketing and media (if at all).
- 11 The winners will be notified in accordance with the Winner Notification section of these conditions.
- 12 The winners (and the major prize winner's companion/s if applicable) must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their names and images in promotional material.
- 13 Entrants (and any major prize winner's companion/s if applicable) acknowledge that there may be inherent risks in some aspects of the major prize (depending on the experiences referenced in the major prize winner's Holiday Flashback Story) and that accepting and taking the major prize may involve participating in dangerous activities. By entering this competition and/or accepting the major prize, entrants (and their companions if applicable) accept that risk.
- 14 In order to participate in any activities awarded as part of the major prize, the major prize winner (and any companion/s if applicable) must comply with applicable height, weight, health and fitness requirements normally associated with the relevant activities. It is the major prize winner's responsibility to ensure that they (and their companion/s if applicable) are sufficiently healthy and fit so as to safely take the trip and undertake any activities awarded as part of the major prize. The Promoter reserves the right to deem that the major prize winner (or any companion/s if applicable) is not sufficiently healthy or fit. The major prize winner (and his/her companion/s if applicable) must comply with all requirements and directions of the people responsible for the conduct of the relevant major prize components and activities. The major prize winner (and his/her companion/s if applicable) may be required to sign an indemnity and exclusion of liability form (provided by the Promoter) in favour of all parties involved in this competition and/or providing the major prize prior to undertaking any activities included in the prize. If the major prize winner (or any companion/s if applicable) does not sign the form provided by the Promoter within the time requested by the Promoter, the winner's entry or claim will be deemed invalid.
- 15 The Promoter may require the winners (and the major prize winner's companion/s if applicable) to provide proof of identity, proof of age and proof of residency at the nominated prize delivery address. Identification considered suitable for verification is at the Promoter's discretion.
- 16 If a winning entry is deemed not to comply with these conditions of entry, the entry will be discarded and the prize will be awarded to the entrant who submitted the next best valid entry.
- 17 The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, any person (including without limitation the major prize winner and his/her companion/s if applicable) who tampers with or benefits from any tampering with the entry process or with the operation of the competition or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person or behaves in a manner

which may diminish the good name or reputation of the Promoter or any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate. If applicable, the major prize winner is fully responsible for the acts and omissions of their companions and the Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this competition by, the major prize winner and any or all of their companions if any of their companions breaches these conditions, whether or not legally bound by them.

- 18 The Promoter may in its absolute discretion cancel the major prize or otherwise cease to provide any benefit of the major prize to the major prize winner if the major prize winner, in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter, any of its related bodies corporate or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate.
- 19 The Promoter's decision is final (including without limitation in respect of all aspect of this competition and the prizes) and no correspondence will be entered into.
- 20 The prizes are not transferable or exchangeable and except for cash prizes, cannot be redeemed for cash. If for any reason the major prize winner (or any companions if applicable) does not take an element of the major prize at the time stipulated by the Promoter then that element of the prize will be forfeited and cash will not be supplied instead. The Promoter accepts no responsibility for any variation in prize value. If the major prize or any element of the major prize is unavailable for any reason, the Promoter may substitute for the major prize or that element of major prize, another item of equal or higher value as determined by the Promoter.
- 21 If any event and/or activity awarded as part of the major prize is abandoned, called off or postponed for any reason, the major prize winner (and any companion/s if applicable) forfeit their entitlement to that component of the major prize, and no cash or alternative prize will be substituted for that component of the major prize.
- 22 If a prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, the Promoter cannot contact the winner (or the winner does not contact the Promoter) by the Prize Claim Date and Time, the relevant winner's entry will be deemed invalid and the Promoter will distribute the relevant prize to the entrant who submitted the next best valid entry that has not already received the applicable prize.
- 23 The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), claims, expense, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010 (Cth)*.
- 24 Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to prizes. Prizes will be delivered in Australia only.
- 25 The Promoter may communicate or advertise this competition using Facebook. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
- 26 As a condition of accepting or participating in the major prize, the winner's companion/s, if applicable, accept these conditions.
- 27 If for any reason any aspect of this competition is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering,

unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries.

28 The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this competition involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

29 **Privacy notice: The information requested on this form is being collected by Australia Post** so that you can enter and we can administer this promotion. Without this information, we are unable to process your entry. Your personal information (and the personal information of any major prize winner's companion/s) is managed in accordance with Australia Post's Privacy Policy. This sets out how you may seek access to and correction of your personal information and how to make complaints. A copy is available at [auspost.com.au/privacy](http://auspost.com.au/privacy). Australia Post may only disclose the information provided by you if required or authorised by law, or in accordance with our Privacy Policy. Please refer to the Privacy Policy or contact the Privacy Contact Officer, Australia Post, GPO Box 1777, Melbourne, Vic 3000 for any privacy related queries.