

The Australian Ballet - Weekend of Luxury (a weekend at qualia and 250,000 Qantas Frequent Flyer Points) Competition 2021

Terms and Conditions

1. Information on how to enter forms part of the terms and conditions of entry. Acceptance of the prize is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.

2. The promoter is The Australian Ballet (ABN 57 004 849 987) of Level 5, 2 Kavanagh Street, Southbank, VIC 3006 (telephone number 1300 369 741 (**Promoter**)).

Duration

3. All references to time in this document are a reference to the local time in Melbourne, Victoria, Australia on the date stated. The promotion commences at 12.01am on 26 October 2021 and closes at 11:59pm on 31 December 2021 (**Promotion Period**).

4. Entry is open to all Qantas Frequent Flyer members who are Australian residents (note winner will be invited to become a Qantas Frequent Flyer member at no cost), excluding directors, management, employees and their immediate families of the Promoter and each of their related bodies corporate and registered travel companions of employees of the Promoter and its related bodies corporate (**Eligible Entrants**).

Entry into the promotion

5. To enter, during the Promotion Period, Eligible Entrants must purchase an Australian Ballet 2022 Season Package by 31 December 2021.

6. The Promoter is not responsible for any communications network or any late, lost, incorrectly submitted, delayed, ineligible, incomplete, corrupted or misdirected entry whether due to error, transmission interruption or otherwise.

7. The time of entry will be deemed to be the time that the purchase is made.

8. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant's identity, age and place of residence) 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.

Drawing of entries

9. There will be one prize draw and one prize to be won. The prize draw will take place at Level 4, 2 Kavanagh Street, Southbank Victoria 3006. The draw will take place at 2:00pm (AEDT) on 13 January 2022.

10. The result of the draws is final and no correspondence will be entered into.

The prize

11. There will be one prize winner. The prize consists of two nights at qualia resort (plus inclusions) and two hundred and fifty thousand (250,000) Qantas Points.

Inclusions at qualia include:

- 2 nights in accommodation in Windward Pavilion for two adults
- A la carte breakfast daily at the Long Pavilion restaurant, qualia
- Complimentary non-alcoholic beverages including soft drinks, juices, waters, tea and coffee (does not include blended beverages)
- 'Talk and Taste' experience for two pax
- Use of an electric golf buggy for the duration of your stay (drivers licence required)
- 24-hour chauffeur service around Hamilton Island
- VIP return Hamilton Island airport/marina transfers
- Use of non-motorised watercraft
- Use of the qualia gym, spa, sauna and access to tennis court hire

The maximum notional total prize pool value is AU\$6061, qualia total accommodation and prize component of AU \$4750 and dollar value of \$1311 for Qantas points component based on a sample of the Qantas Frequent Flyer Rewards that could be obtained by redeeming through the Qantas Frequent Flyer program (as fully defined in the terms and conditions of the program available at qantas.com/terms). For example, 9530 Qantas Points could be redeemed for a Store Gift Card with a value of AU\$50 and 250,000 Qantas Points could therefore be redeemed for Store Gift Cards to the value of AU\$1311.

Prize details

12. Within one month of the Prize Draw, the Qantas Points component of the Prize will be automatically credited to the Prize Winner's Qantas Frequent Flyer account, provided that they are still a current and active Qantas Frequent Flyer member as per the [Qantas Frequent Flyer membership Terms and Conditions](#). Note the competition winner will be invited to become a Qantas Frequent Flyer member at no cost.

13. The Promoter is not responsible thereafter for the manner in which the Qantas Points are credited or any characteristics of those points. Qantas Points awarded must be redeemed in accordance with and subject to the Terms and Conditions of the Qantas Frequent Flyer program (qantas.com/terms), the Qantas Store Terms of Use (qantas.com/store), the Qantas Wine Terms of Use (qantas.com/wine), voucher terms and conditions (including expiry rules) if relevant, and any other terms and conditions disclosed at the time of redemption.

14. The redemption of the Prize is subject to the availability of rewards that may be obtained through the Qantas Frequent Flyer program.

The redemption of the qualia prize is subject to availability, and is not available over restricted travel dates including but not limited to 20 – 28 August 2022, 21 December 2022 – 28 January 2023, and school holidays.

15. In the event that a Prize is redeemed for reward travel, the winners should be aware that the number of Classic Flight Reward seats available is limited and availability depends on the flight, date, season and destination and some flights may not have any reward seats available. The winners will be responsible for all applicable taxes, fees and carrier charges of reward travel or accommodation booked by redeeming their prize. Taxes, fees and carrier charges vary depending on departure points, routes, exchange rates and dates of travel, are subject to change without notice and are quoted at the time of booking. Reward flights must be booked at least 24 hours before scheduled departure (and other advance booking requirements may apply). Reward travel is subject to the fare rules and the Conditions of Carriage of the relevant carrier. Compliance with immigration, health or other government requirements is the responsibility of the winner.

Any additional incidental charges at qualia such as meals (other than those specified), mini-bar, laundry, room service, telephone calls, etc., charged to resort room are at the winner's expense and

should be settled prior to departure.

Notification of the winner

16. The winner will be notified by phone and by email within 2 business days of the draw using the phone number and the email address listed in their The Australian Ballet subscriber profile as applicable.

Right of the Promoter to redraw

17. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming the prize. If the prize remains unclaimed at 5.30pm (AEST) on 3 February 2022 a second chance draw will be conducted by the Promoter on 5.30pm (AEST) on 4 February at the same location as the original draw, subject to any written direction given under applicable law. The winner determined in accordance with this clause will be notified by phone and in writing within 2 business days of the draw.

Limitation of liability and variation of terms

18. 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.

19. 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.

20. The exclusion of liability in clause 19 above does not apply to limit or exclude liability:

- A. 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 and the Promoter's Conditions of Carriage and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions; or
- B. 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

21. Entry details remain the property of the Promoter. The name of the winners may be used for promotional purposes by the Promoter, unless a 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.

Tax Implications

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