

Flybuys Spin to Win (“Promotion”)

Terms and Conditions

1. **The Promoter** is Loyalty Pacific Pty Ltd Pty Ltd (ABN 82 057 931 334) of 800 Toorak Road, Hawthorn East, VIC 3145.
2. Information on how to enter, mechanics of entry, and prizes form part of these Conditions of Entry. Entry into the Promotion is deemed acceptance of these Conditions of Entry. Entry is by Internet only via Facebook.

Definitions

3. In these Terms and Conditions and the Promotion:
 - a) ‘**Facebook Member**’ means a person that has registered, been accepted as and continues to be a member of Facebook (www.facebook.com) and has agreed to the terms and conditions of that membership;
 - b) ‘**Flybuys Facebook page**’ means the Facebook page available at www.facebook.com/FlyBuys
 - c) ‘**Flybuys Rewards Wheel Application**’ means the Application made available for Facebook Members to accept and install on the Flybuys Facebook page.

Promotion Dates

4. Promotion commences at 11am (AEST) on Monday 9th December 2013 and closes at 11:59pm (AEST) on Sunday 22nd December 2013 (“**Promotion Period**”).

Entry Eligibility

5. Participation in this Promotion is only open to those persons who:
 - a) are Australian residents;
 - b) are aged 16 years of age or over. Participants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter;
 - c) are a Flybuys Member, or sign up for Flybuys within 10 days of entry;
 - d) are a Facebook Member;
 - e) have accepted the Application; and
 - f) otherwise fulfil the application requirements set out in these Terms and Conditions.
 (“Eligible Entrants”).

Game of Chance

6. This Promotion involves an element of chance.
7. Eligible Entrants are required to during the Promotion Period:
 - a) ‘Like’ the **Flybuys Facebook Page**;
 - b) Open the **Flybuys Rewards Wheel Application**;

- c) Read, acknowledge and agree to these Terms & Conditions;
- d) Spin the Flybuys Rewards Wheel
- e) Complete their details and submit their form.

The Eligible Entrant will then have the opportunity to share the application with their Facebook friend(s) by following the instructions provided.

8. Eligible Entrants will only be permitted to enter once per day. Entrants may receive one (1) additional entry for sharing the application with a friend on Facebook.

Instant winners

9. All entries in this Promotion that are submitted in accordance with these Terms and Conditions will be eligible to win an instant prize.
10. The instant prize will be one (1) of the following:

Instant Win Prize	No. Available	RRP (incl. GST)	RRP (incl. GST) TOTAL
2x General Admission tickets to the Australian Open.	10	\$ 98.00	\$ 980.00
2x Jackson Footswitches.	3	\$ 70.00	\$ 210.00
1x Convair Portable Fan.	3	\$ 56.00	\$ 168.00
1x Plug in Thermostat and a Plug in Energy Monitor.	2	\$ 63.00	\$ 126.00
1x Energy Efficiency Pack, consisting of; Dry Balls; Eco Bulbs (10) and Emberplug.	2	\$ 71.70	\$ 143.40
\$50 Kmart Gift Card.	10	\$ 50.00	\$ 500.00
10,000 Bonus Points from Telstra.	20	\$ 50.00	\$ 1,000.00
3G Telstra Pre-Paid 3G USB + WiFi	2	\$ 59.00	\$ 118.00
Telstra Pre-Paid WiFi 4G	1	\$ 179.00	\$ 179.00
\$50 Best Western Travel Card.	5	\$ 50.00	\$ 250.00
\$100 Best Western Travel Card.	5	\$ 100.00	\$ 500.00
10,000 Bonus Points from Budget.	10	\$ 50.00	\$ 500.00
\$20 Coles Express Gift Card.	20	\$ 20.00	\$ 400.00
\$100 Coles Gift Card	34	\$ 100.00	\$ 3,400.00
10,000 Bonus Points from Coles Mastercard.	10	\$ 50.00	\$ 500.00
Return Airfares for two (2) Adults to Los Angeles.	1	Up to \$4,220.00	Up to \$4,220.00
Return Domestic Airfares for two (2) Adults.	1	Up to \$3,788.00	Up to \$3,788.00
1x \$500 Webjet Gift Voucher.	2	\$ 500.00	\$ 1,000.00
1x \$100 Webjet Gift Voucher.	2	\$ 100.00	\$ 200.00
10,000 Bonus Points with Webjet.	2	\$ 50.00	\$ 100.00
5,000 Bonus Points with Webjet.	2	\$ 25.00	\$ 50.00
2x Premium Tickets to Handa Opera Madama Butterfly in Sydney Harbour.	1	\$ 334.50	\$ 669.90
2x General Admission tickets to Vikings – Beyond the legend exhibition in Sydney.	1	\$ 61.90	\$ 61.90

2x General Admission tickets to Horrible Histories – Awful Egyptians in Melbourne.	1	\$	149.80	\$	149.80
2x General Admission tickets to Horrible Histories – Awful Egyptians in Perth.	1	\$	149.80	\$	149.80
2x All access passes to the Tyrannosaur exhibition in Sydney.	1	\$	60.00	\$	60.00
2x Preview tickets to see The King and I in Brisbane.	1	\$	279.00	\$	279.00
2x Preview tickets to see The King and I in Sydney.	1	\$	319.90	\$	319.90
2x Preview tickets to see Wicked in Melbourne.	1	\$	169.00	\$	169.00
1x Surprise Merchandise Pack featuring souvenirs from this year's major theatre events.	1	\$	100.00	\$	100.00
1x Surprise Merchandise Pack featuring souvenirs from this year's major concerts.	1	\$	100.00	\$	100.00

TOTAL: 20,391.70 including GST)

11. One hundred and fifty-seven (157) instant winner prizes will be available over the Promotion Period to random valid entrants. Participants will be notified immediately if they are an instant winner.
12. Limit of one (1) instant win prize per person throughout the Promotion Period.
13. To claim their prize, instant winners will be issued (at the same time as they are notified if they are an instant winner) with a six (6) digit number for prize verification purposes ("Prize Claim Number"). The unique Prize Claim Number will need to be recorded by the entrant for prize verification purposes.
14. Instant winners will be required to submit their full name, and confirm their email address (as provided at the time of their entry), in order to claim their prize.
15. Prize winners will be contacted by the Promoter within 14 days from the date of their win to arrange their prize (subject to any entry verification checks).
16. All prize winners with a prize value over \$250 will have their names published in The Australian newspaper on 7th January 2014.
17. The Promoter reserves the right to withhold the awarding of an instant prize to a participant who, if required by the Promoter, cannot provide a valid, unique Prize Claim Number. Any prizes that remain unclaimed or unverified will be awarded in the unclaimed prize draw as outlined in Condition 18.
18. The total instant win prize pool value is \$20,391.70 (inc GST).

Unclaimed prizes

19. If any prizes remain un-awarded or unclaimed at the end of the Promotion Period, a prize draw will take place at Oxygen Interactive Marketing, Level 1, 16 Palmer Parade Cremorne VIC 3121, on 24th March 2014 at 10:00am (AEDT).

20. Participants that were not awarded a prize will go into this prize draw provided they have submitted their full name, postal address and email address at the end of entering this Promotion and when prompted.
21. Winners, if any, will be notified by email within two (2) days of the prize draw taking place. Any prize winners with a prize value over \$250 will have their names published in the Australian newspaper on 28th March 2014.

Facebook acknowledgements

22. Participation in this Promotion is considered acceptance of the following:
 - a. a complete release of Facebook by any entrant or participant;
 - b. an acknowledgement that this Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook; and
 - c. that the information provided by each entrant is provided the Promoter (as detailed in these Terms and Conditions) and not to Facebook.
23. Participation and entry in this Promotion is conditional upon the entrant complying with all rules, regulations and guidelines set down by Facebook.
24. Entrants acknowledge that their Facebook profile photograph may be featured on the Application and/or any associated Facebook page for public viewing. Facebook membership and the use of Facebook generally are subject to the Facebook prevailing terms and conditions of use available at www.facebook.com. Entrants understand that they are providing their information to the Promoter and not to Facebook. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other internet users via Facebook. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook.

Applications, entries and entrants

25. Employees (and their immediate families) of the Promoter and their agencies associated with this Promotion are ineligible to 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 1st cousin.
26. The Promoter reserve the right, at any time, to verify the validity of all entries and the eligibility of all entrants, including their identity, age and place of residence, and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights.
27. Entrants are not permitted to have multiple Facebook accounts or represent a fictitious person. The Promoter can disqualify any entrant with more than one Facebook account who enters the promotion.
28. Incomplete, indecipherable or illegible entries will be deemed invalid.
29. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in their sole discretion, to determine the identity and eligibility of the entrant.

30. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter or submit, produce or distribute materials repeatedly is prohibited and will render all entries for that entrant invalid.
31. Any costs associated with becoming eligible to apply, applying or participating in this Promotion such as Internet access or download costs, will be at the cost of the applicant.

Prizes

32. Event Prizes include general admission entry to the event only, unless otherwise specified. Prizes do not include travel costs, spending money, meals, transport or any other ancillary costs, which are the sole responsibility of the winner. Redemption of event prizes is subject to event conditions and availability. Any prize winner who cannot attend the event forfeits their prize. If a winner is under 18 years the prize will be awarded to the winner's parent or guardian on their behalf, and any winner under 18 years of age travelling must be accompanied by a parent or guardian 18 years or older.
33. Event Prizes are subject to Flybuys Box Office tickets standard terms and conditions, which can be found online at: <http://www.flybuysboxoffice.com.au/Terms.aspx>
34. Los Angeles Airfares are Return Economy Tickets to Los Angeles for two (2) Adults valued at up to \$4,220 (including taxes).
35. Domestic Airfares are Return Economy Tickets for two (2) Adults travelling within Australia valued at up to \$3,788 (including taxes).
36. All flights must be booked by 31st May 2014.
37. Are subject to availability, wait lists will not be entertained.
38. Travel must be on the selected airline only, and completed by 30 November 2014 with no further extensions.
39. Travel is for a period of no more than 60 days and any tickets which remain unused after the expiry date shall be deemed null and void.
40. Bookings must be made at least 30 days prior to travel.
41. The ticket is subject to space being available in relevant sub-class and travel during peak periods and embargo periods may be restricted. This includes, but is not limited to July and August and the Christmas/New Year period.
42. Tickets are non-transferable, non-refundable and non-redeemable for cash or other goods or services.
43. The following costs are to be borne by the passenger: travel insurance, accommodation, excess baggage over and above the approved weight, meals, all taxes, levies and surcharges, and any other travel related expenses unless stated otherwise.
44. If a winner is under 18 years the prize will be awarded to the winner's parent or guardian on their behalf, and any winner under 18 years of age travelling must be accompanied by a parent or guardian 18 years or older.
45. Once flights have been booked and flight tickets are issued the winner is responsible for any costs associated with subsequent itinerary changes, cancellations, amendments or other administration charges. Changes to flight details will incur the applicable changes fees published on the airlines Website at the time the change is requested. The fee applies on a per guest per change basis and is payable by the winner and their travel companion.
46. Prize is inclusive of airfare taxes which will be covered by Webjet Marketing Pty Ltd. Prize winner is expected to pay these taxes with a valid credit card to Virgin Australia at time of

booking. Webjet Marketing Pty Ltd will refund the whole amount of airfare taxes within one week of receiving receipt of payment.

47. Flight schedules are subject to change without notice. Webjet makes no representation as to the safety, conditions or other issues that may exist at any destination. Domestic and international travel advice can be obtained from various sources, including government, local consular offices and the website of the Australian Department of Foreign Affairs and Trade.
48. Winners and their travel companions cannot accumulate reward program points on these flights.
49. Flights will be booked from the winner's nearest capital city, unless otherwise arranged and agreed by Webjet. Travel to and from the winner's capital city airport do not form part of the prize are the responsibility of the winner, unless otherwise stated or available.
50. Any tickets which remain unused after the expiry date shall be deemed null and void.
51. All passengers (if applicable) must travel together on the same booking in both directions.
52. Entire itinerary must be included in one booking transaction.
53. Prize winners can only travel on the selected airline.
54. All gift card prizes are subject to their own Terms and Conditions of use. See reverse of gift card for details, or go online to one of the following relevant websites:
 1. Coles Gift Card: <http://www.giftcards.com.au/Gift-Card-Terms-of-Use.aspx>
 2. Best Western Travel Card terms and conditions: <http://travelcard.bestwestern.com/travelcard/termCondition.jsp>
 3. Webjet: <https://www.webjet.com.au/standalone/webjet-vouchers/>
 4. Coles Express: <http://www.colesexpress.com.au/services/gift-card.aspx>
 5. Kmart Gift Cards: <http://www.giftcards.com.au/Gift-Card-Terms-of-Use.aspx>
55. All Bonus Points are subject to the Terms and Conditions available on the Flybuys website at www.flybuys.com.au.
56. All BONUS POINTS will be credited to the winners Flybuys account within 6 weeks of notification.
57. All winners are required to be a Flybuys member in order to claim their prize. Entrants will need to join to Flybuys within 10 days of their entry. Entrants can sign up by visiting www.flybuys.com.au and following the prompts. Signing up to be a Flybuys member is free.
58. The Promoter decision in relation to any aspect of this Promotion, including the selection of any winner and the criteria applied by the Promoter in determining the winners, is final and binding on every person who enters. No correspondence will be entered into.
59. Prizes (and parts thereof) are not transferable or exchangeable and cannot be taken as cash.
60. If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute all or any part thereof with a product or prize to the equal value and/or specification subject to the Relevant State Authorities.
61. Printing errors or other quality control matters outside the control of individual players must not be used as the sole basis for refusing to award a prize.

62. At the end of the lottery all existing claims to prizes and entitlements will be met notwithstanding the advertised prize pool has been exceeded.
63. Delivery details of all prizes will be specified by email or in writing.
64. Should an entrant's contact details change during the Promotion Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
65. The Promoter accepts no responsibility for loss or damage to prizes in transit. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality/suitability of any of the goods/services offered as prizes.
66. As a condition of accepting any prize, a winner or recipient of a prize may be requested to sign legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
67. All values and amounts that appear in these Terms and Conditions are inclusive of GST unless expressly stated otherwise.

Submission of Content or Material

68. When any entrant submits, produces or distributes any material for this Promotion including, but not limited to messages or sharing of links ("Content"), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, their affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
69. Entrants agree that they are fully responsible for the Content they submit, produce, share and/or distribute. The Promoter shall not be liable in any way for such Content to the full extent permitted by law.
70. The Promoter may remove any Content that does not comply with these Terms and Conditions. Entrants warrant and agree that:
 - a) they will not submit, produce, share or distribute any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 18 or otherwise unsuitable for publication;
 - b) they will obtain prior consent from any person in respect of that person or their property that appears in their Content;
 - c) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
 - d) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems; and
 - f) the Promoter reserve the right to disqualify any entrant who submits or uploads any material that does not comply with these Terms and Conditions.

71. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
72. Entrants acknowledge that entries, including Content will be posted on to the Flybuys Facebook Page and on their individual Facebook profile via the relevant application (if any).

Variations to the Promotion

73. The Promoter may, in their absolute discretion, but subject to State and Territory law, modify, suspend, cancel or recommence this Promotion, as appropriate, if:
 - a) for any reason, this Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion; or
 - b) the entry process, the determination of the prize winners and/or the delivery of the prizes is prevented or hindered by any outside agent or event including but not limited to vandalism, power failure, tempest, natural disaster, acts of God, civil unrest or strikes or other industrial action.
74. Where the Promoter does modify, suspend, cancel or in any way amend the Promotion, the Promoter will provide notice of this on the relevant promotion Facebook page (if any) subject to regulatory approval.

Limitation of Liability

75. Except for any liability that cannot be excluded by law, the Promoter (including their officers, employees and agents) exclude 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 this Promotion, including, but not limited to, where arising out of the following:
 - a) any technical difficulties or equipment malfunction (whether or not under the Promoters control);
 - b) any theft, unauthorised access or third party interference;
 - c) any entry 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) any tax liability incurred by a winner or entrant; or
 - f) participation in the Promotion or use of a Product or prize.

This clause does not affect, and is not intended to affect, any rights a consumer might have, which are not able to be excluded under applicable Australian consumer protection laws.

Use of personal information

76. 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.

- 77. The Promoter collects personal information in order to conduct this Promotion and may, for this purpose, disclose such information to third parties, including but not limited to the Promoter, agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter.
- 78. All entries into this Promotion become the property of the Promoter.
- 79. The Promoter's privacy policy can be viewed at flybuys.com.au.

General

- 80. If any term agreement or condition of these Terms and Conditions or the application thereof to any person or any circumstance shall be or become illegal, invalid or unenforceable, the same shall be read down, if such reading down is possible, and if found to be impossible, shall be severed and the remaining terms and agreements and conditions shall not be affected.
- 81. This Agreement is to be interpreted in accordance with the Acts of the relevant State and all parties submit to the jurisdiction of the Courts of that State.
- 82. This Promotion is authorised under Permit Numbers: VIC: 13/2839, ACT: TP 13/04381, NSW: LTPS/13/09804, SA: T13/2204.