

COMPETITION

Terms and Conditions



1. Competition Name

“PHIA’s One Millionth Passenger” ("Competition")

2. General Information

The following Terms & Conditions apply for Facebook and PHIA website used in conjunction with this Competition “PHIA’s One Millionth Passenger” to be run within Port Hedland International Airport terminal and on social media.

Instructions on how to enter, prize details and other information contained within the Competition promotional advertisements form part of these terms and conditions. By participating in this promotion, entrants agree to be bound by these terms and conditions.

Port Hedland International Airport (PHIA) have ensured wherever possible to make sure all the information provided about the Competition and in these Terms and Conditions are correct and up-to-date. However, PHIA don’t provide any warranties as to the completeness or accuracy of the information and, subject to applicable laws, we don’t accept liability for damages of any kind resulting from the reliance or use of this information and its contents.

PHIA reserves the right to alter or amend these terms and conditions without notice at any time throughout the promotion.

3. Promoter

This Competition is conducted by the PHIA Operating Company Pty Ltd (ABN 57 608 090 517) C/- Port Hedland International Airport P.O. Box 356 Port Hedland WA 6721, phone (08) 9060 0500.

The Competition will be promoted using the following media methods: - Facebook and PHIA website

4. Entrants

The Competition is only open to individuals who:

- a. are Australian residents
- b. aged 18 and over
- c. are not employees of PHIA

By entering the Competition means that the entrant warrants that he or she meets the entry requirements and accepts these terms and conditions.

Photo identification, passport and travel details will be required for booking of the travel, flights prize (if necessary and requested by the PHIA or its appointed agent).

Excluded entrants: Employees and Directors of PHIA Operating Company and members of their immediate families are ineligible to enter the completion or win the Prize.

5. Time frame

The Competition commences at 07:00 am WST on 1 December 2018 and closes at 07:00 pm WST on 31 December 2018 ("Entry Period").

A single winner (“Winner”) will be selected and contacted via phone or email and announced on the PHIA Facebook page and website.

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6. Entries

A person can enter as many times as they wish during the competition time frame.

Entrants are to use an official airline paper issued boarding pass as an entry coupon with clear legible writing providing their name, postcode and contact details including a valid phone number.

The boarding pass must be paper issued from an official airline, and state Port Hedland (PHE) as either the origin or destination.

The boarding pass must be dated December 2018.

All entry instructions and prize information published by PHIA form part of these terms and conditions.

By entering in the Competition entrants agree to and accept the Terms and Conditions

7. Costs and expenses

There is no cost to enter the Competition.

8. Intellectual property

All Entrants consent, by entering the Competition to PHIA using their name, likeness, image and/or voice (including any photograph, film and/or recording of them) in any media at any time or times without seeking their permission, compensation, financial or otherwise, for the purpose of promoting this Competition, PHIA and/or any of PHIA products and services.

All Entrants release from and indemnify PHIA, against all liability, cost, loss or expense arising out of acceptance of the prize or participation in this Competition including (but not limited to) loss of income, personal injury, accident or death and damage to property and whether direct or consequential, foreseeable or unforeseeable, due to any negligent act or omission or otherwise.

PHIA and associated agencies accept no responsibility for any loss, damage, accident, death or injury resulting from the promotion or Completion.

9. Disqualification

Entries must be received during the Entry Period. PHIA takes no responsibility for late, lost, incomplete, incorrectly submitted, illegible or misdirected entries or for any delays or failures in any telecommunications service or equipment.

PHIA may at its absolute discretion, reject an Entry if it reasonably forms the opinion that the Entry has been entered using false information or via automated entry means or by use of a Competition entry service.

PHIA may, at its absolute discretion, declare an Entry made by an Entrant invalid if the Entrant tampers with the entry process, benefits from such tampering or submits an Entry that is illegible, incomplete or not in accordance with these terms and conditions of this Competition.

If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), PHIA reserves the right to cancel, terminate, modify or suspend or recommence the Competition.

PHIA assumes no responsibility for:

- (i) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) PHIA or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise,
- (ii) any theft, destruction or unauthorized access to, or alteration of such communications;
- (iii) any problem(s) with, or technical malfunction of, any computer system or other equipment used for the conduct of this Competition;
- (iv) any incorrect or incomplete information which may be communicated in the course of the administering this Competition (whether as a result of one of the foregoing causes or otherwise);
- (v) any delay in delivery, or failure of safe delivery of the Prize.

All of PHIA decisions are final and no correspondence will be entered into. If for any reason any element of the Prize becomes unavailable or not capable of being delivered to the Winner for any reason beyond PHIA reasonable control PHIA will have no obligation to provide a similar prize to the Winner or otherwise compensate the Winner in any way.

All Entrants enter the Competition at their own risk and the Winner accepts the Prize at his or her own risk. To the full extent permitted by law, PHIA its associated companies and agencies and any of their personnel (the "Relevant Parties") exclude all liability for and indemnify PHIA in respect of any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Entrant in connection with the Competition or Prize, including without limitation:

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- (i) any indirect, economic or consequential loss;
- (ii) any loss arising from the negligence of a Relevant Party;
- (iii) any liability for personal injury or death. PHIA may request that the Winner sign and return a deed of release to this effect as a condition of the Prize being awarded. If the Winner fails to sign and return such release, the Winner may forfeit the Prize.

10. Privacy

The Entrant acknowledges and permits PHIA during and after the Competition to:

- collect, store, handle, access, manage, transfer, use and disclose personal information about the Entrant, including name, suburb, age and image, in connection with the Content. This includes transmission of this information outside of Australia. The Entrant may revoke its consent to this clause at any time upon written notice to PHIA, however existing uses of the Images will not be impacted by this revocation or withdrawal of consent;
- contact the Entrant for any reason related to this Competition or other activities of PHIA.

If an Entrant does not want their details to be used for the purposes stated above they must write to PHIA c/o the General Manager or email enquiries@phia.com.au or post to PO Box 356 Port Hedland WA 6721 and PHIA will ensure that the details are not used for that purpose.

The Entrants details may be used to investigate complaints, as required or permitted by any law, to enable PHIA to perform their obligations under this or any other agreement and to ensure that an Entrant performs their obligations under this or any other agreement.

11. Notification

The Prize winner will be notified by phone call or in writing via the phone number or email address provided on the entry form within two days of the draw. The Winner must claim their Prize in person before 4:00pm on the 31st January 2019.

Should the prize not be claimed by the prescribed time and date, PHIA may conduct an unclaimed prize draw at 10:00 am WST at PHIA, on the 1st February 2019 to distribute the unclaimed prize.

The name of the prize winner will be published at www.porthedlandairport.com.au and on <https://www.facebook.com/porthedlandinternationalairport/> for a period of not less than 28 days.

The Entrant grants these rights to PHIA which are perpetual and acknowledges that the Entrant will not receive any payment, royalty or other consideration (whether monetary or otherwise) from PHIA in connection with the making, use or storage of the Content provided.

12. Prize

The Prize will be provided to a single Winner.

The Winner is entitled to a \$2000 travel voucher from a registered travel agent business chosen by PHIA.

The Winner will be bound by the terms and conditions set in the voucher by the chosen travel agent.

PHIA does not cover any additional costs incurred by the winner including travel costs associated with getting to and from originating airport, accommodation, incidentals, parking charges, travel insurance and any other costs incurred that are not specified within the Terms and Conditions.

The Prize notification will state that the Prize has been won and will include instructions as to how the Winner may claim the Prize and establish his/her entitlement to it. The Winner must be able to prove to PHIA satisfaction, that he/she satisfies the requirements of being an Entrant pursuant to condition these Terms and Conditions.

PHIA is not the supplier of the service associated with the Prize i.e. the air services which are provided by the airline(s). The prize is subject to conditions imposed by that particular supplier or organisation.

To avoid the possibility of disputes and to establish the authenticity the winner must provide photographic identification upon collection of the prize.

In all matters including decision as to the Winner, and all decisions of PHIA staff will be final and cannot be contested. No correspondence or discussions will be entertained.

PHIA also reserves the right to limit entry or amend rules if considered necessary without notice.

Except as otherwise indicated, all amounts stated in these conditions are stated in Australian dollars.