

**“AIR ASIA” PROMOTION
TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Yahoo7 Pty Limited (ABN 60 089 187 100) of Level 2, Pier 8&9, 23 Hickson Road, Millers Point, NSW 2000 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over.
4. Employees (and their immediate families) of the Promoter and 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.
5. Promotion commences on 21/11/2016 and closes at 11:59pm AEDST on 26/12/2016 (“**Promotional Period**”).
6. To enter, individuals must complete the following steps during the Promotional Period:
 - a) visit www.yahoo7.com.au/airasia;
 - b) follow the prompts to the promotion entry page;
 - c) input the requested details (including their full name, address, a valid email address, and telephone number);
 - d) provide an answer to the promotional question “*What would you do on your ideal Malaysian holiday?*” in 25 words or less;
 - e) agree to the Terms and Conditions and the Promoter’s Privacy Policy by ticking the relevant tick box;
 - f) optionally, agree to receive promotional/marketing material from Air Asia and/or Tourism Malaysia by ticking the relevant tick box/es; and
 - g) submit the full completed entry form.
7. Incomplete or indecipherable entries will be deemed invalid.
8. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
11. At the end of the Promotional Period, entries will be divided into the following four (4) groups based on the entrant’s State/Territory of residence: (1) NSW/ACT; (2) QLD; (3) VIC/TAS; and (4) SA/WA/NT (each a “**Group**”). This is a game of skill and chance plays no part in determining the winners. The entries received in each Group will be individually judged against all other entries in that Group based on the originality, literary merit, creative merit and humour of the answer provided to the promotional question. The judging will take place at the Promoter’s premises commencing on 16/01/2017. The judges may select additional reserve entries in each Group which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
12. The winners will be notified by email and telephone.

13. The Promoter's decision is final and no correspondence will be entered into.
14. The best valid entry in each Group, as determined by the judges, will each win a trip for two (2) people to Penang, Malaysia, valued at up to AU\$6,884.64 depending on date and point of departure. Prize includes:
 - return economy airfares to Penang for two (2) people. The NSW/ACT winner must depart from Sydney, the VIC/TAS winner must depart from Melbourne, the Queensland winner must depart from Gold Coast, and the SA/NT/WA winner must depart from Perth;
 - return private transfers from the Penang airport to the accommodation in Penang for two (2) people;
 - four (4) nights accommodation in a minimum 4-star hotel in Penang for two (2) people (exact hotel and room type determined by the Promoter in its absolute discretion);
 - daily hotel breakfast on a set menu for two (2) people; and
 - select activities in Penang for two (2) people (exact activities determined by the Promoter in its absolute discretion).
15. Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from the specified departure airport of either Sydney, Melbourne, Gold Coast or Perth (as applicable), additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken by 19/06/2017 and is subject to booking and flight availability. Prize cannot be taken during Australian school holidays, public holidays or other peak periods. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and his/her companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. Reservations require a turnaround of at least 30 working days, and the prize must be booked at least 30 days prior to the requested departure date. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.
16. If a prize (or part of a 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 the equal value and/or specification.
17. If for any reason a winner does not take a prize (or part of a prize) by the time stipulated by the Promoter, then the prize (or that part of a prize) will be forfeited.
18. Total prize pool value is up to AU\$27,538.56.
19. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless specified otherwise.
20. Each entrant warrants to the Promoter that the entry submitted is the original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry for any purpose, including but not limited to the purposes of uploading and publicly displaying the entries, promoting this promotion, and/or any future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
21. As a condition of entering this promotion, each entrant 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 their entry (which shall include

Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

22. 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.
23. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes 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 the promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim 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) taking/use of a prize.
27. As a condition of accepting a prize, each winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event their companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
28. By entering this promotion, entrants agree to the Promoter collecting, using and disclosing their personal information for the purpose of conducting and promoting this promotion, in accordance with Yahoo!7's Privacy Policy which is available at <https://info.yahoo.com/privacy/au/yahoo/> which entrants acknowledge they have read and agree to. This privacy policy contains important information regarding how the Promoter handles entrants' personal information, including how entrants can access and/or correct their personal information, or make a complaint about the handing of their personal information. Entry is conditional on providing this information. Additionally, by ticking the relevant opt-in box/es, entrants agree to the Promoter and its trusted partners using their personal information to help the Promoter communicate with them about offers from the Promoter and its marketing partners (which offers entrants may opt-out of receiving), and they agree to the Promoter disclosing their information to such partners in connection with such purposes. Unless otherwise indicated by the Promoter, the Promoter may disclose entrants' personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.