

Terms and Conditions

Promotion

- Information on how to enter and the prizes form part of these terms and conditions. By submitting an entry to this promotion, entrants agree to be bound by these terms and conditions. In the event of any inconsistency between these terms and conditions and any other published material, these terms and conditions prevail.
- The promotion commences at 12:00am AEDT on Monday 20 March 2017 and closes 5:00PM AEST on Sunday 2 April 2017. All entries must be received by the Promoter during this period. Promoter's designated computer is the official time clock for the promotion.

Promoter

- The promoter is Afterpay Pty Limited located at Level 16, 380 La Trobe Street Melbourne, VIC Australia 2010 ABN 169 342 947, phone 1300 100 729 Ex. 1

Entry to promotion

- Entry is open to all legal Australians over the age of 18. Entrants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. Directors and employees of the Promoter and its affiliate companies, and their immediate families are ineligible to enter. The Promoter reserves the right to verify an entrant's details by their drivers licence, passport or other identification deemed suitable by the Promoter. It is the entrants' responsibility to notify the Promoter if their contact details change after the submission of their entry.
- To enter the draw, entrants must make a purchase through the Afterpay payment platform (online or in-store) during the promotion period. All purchases are subject to approval by Afterpay in accordance with Afterpay's terms which can be found at: <https://www.afterpay.com.au/terms/>
- Entrants may enter this promotion multiple times. The number of purchases through the platform equal the number of entries. There is no limit on the number of entries, however purchases must be in accordance with the entrants' Afterpay account status. The Promoter reserves the right, in its absolute discretion, to verify the validity of all entries and to disqualify any entrant if the Promoter suspects they have tampered with the entry process, or if they have submitted an entry that is not in accordance with these terms and conditions, or if the Promoter considers that the entrant has engaged in conduct that is fraudulent, misleading, deceptive or which may damage the goodwill or reputation of the Promoter. The Promoter reserves the right to disqualify a winner and award the prize to a redraw winner if the Promoter becomes aware that the winners' entry is of a type described in this provision.
- An entry may be deemed invalid and ineligible for entry to the promotion if any of the requested information on the entry is incomplete or if the Promoter deems any information on the entry to be incorrect or misleading.
- To enter the promotion each entrant must make a purchase at one of Afterpay's merchant partners through Afterpay platform. A list of Afterpay's merchant partners can be found at: <https://www.afterpay.com.au/shop/>

Prize

- There is one (1) prize consisting of a \$3,000 Flight Centre Gift Card voucher which may be redeemed at Flight Centre retail location or on <http://www.flightcentre.com.au/travel-extras/gift-cards>. Total Prize Pool is \$3,000.00.
- The Promoter will not replace a lost, mutilated, or stolen voucher. Standard terms and conditions apply. The voucher may not be exchanged for cash and no change will be provided on any unspent

portion of the voucher. The voucher will have an expiry date of 12 months from the date of the prize draw.

- The Promoter accepts no responsibility for any variation in prize value. Subject to any legislation governing this promotion, the Promoter reserves the right to substitute the prize in whole (or any of its components), with another prize of equal or greater value.
- Prizes are not transferable, returnable or redeemable for cash, in whole or in part.

Draw of winner

- The winner will be selected by means of a random draw from all entries received during the promotion period. The odds of winning depend on the number of entries received. The draw will be conducted, in the presence of an independent witness, at 11:00 AM AEST on 7 of April 2017 at Telads Australia Pty Ltd Operations, 123 Margaret Street Toowoomba QLD, 4350.
- The winner will be notified by email on 7 April 2017 and the winner's name will be published on <http://shop.afterpay.com.au/winavacay/> for a period of no less than 28 days.
- The Promoter may require the winner to sign and return an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to award of the prize. If the winner fails to sign and return the requested documents to the Promoter, that winner may be disqualified, and the prize will thereafter be awarded to an alternate winner from the remaining valid entries using the procedure specified above.
- Where required by laws regulating this promotion, should the prize remain unclaimed after a 90-day period, an unclaimed prize draw from all non-winning entries will take place at Telads Australia Pty Ltd Operations, 123 Margaret Street Toowoomba QLD 4350 at 11:00 am ADST on 7 July 2017. The redraw winner will be notified by email on 7 April 2017 and the redraw winners' name will be published online at <http://shop.afterpay.com.au/winavacay/> for a period not less than 28 days.

Reservation of rights and limitation of liability

- The Promoter's decision on any aspect of this promotion is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible or misdirected entries and/or other communications; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this giveaway; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Promotion. Entries will be deemed void if forged, manipulated or tampered with in any way. Entries not submitted in accordance with these terms and conditions will be invalid.
- By entering into this promotion, the entrant accepts full responsibility for their decision to participate in this promotion and the prize should they be chosen as a winner. The winner releases the Promoter, and any other organiser and related body corporate, affiliates, officers, directors and employees (all "released parties") from all liabilities, loss and damage of any kind arising at any time out of, or in connection with, the entry to the promotion, acceptance and use of the prize. The Released Parties do not accept any liability for any injury, sickness or death or property loss or damage or any other direct or indirect loss or damage of any kind, however it may occur. The Promoter is not responsible for any typographical errors or other errors in the printing of this offer or administration of this promotion or in the announcement of winner.

- If for any reason the promotion cannot be run as planned or if the Promoter suspects an issue with the integrity of the promotion, the Promoter reserves the right to alter or cancel or restart the promotion without further notice.
- The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

Disputes

- By acceptance and/or use of the prize, the winner agrees that the Promoter may use the winner's name, image, likeness, voice or quote for any purpose, including for marketing and promotion purposes anywhere in the world and in any form of media, without limitation and without compensation unless prohibited by law.
- Each entry includes personal information which may be used by the Promoter in accordance with the Promoters' Privacy Policy which can be located <https://www.afterpay.com.au/privacy/> All entries become the property of the Promoter.
- To obtain the identity of the winner and/or a copy of these Terms and Conditions, send an email to marketing@afterpay.com.au.
- Authorised under Permit number(s): NSW Permit No. LTPS/17/12406.