JETSTAR Terms and Conditions – Jetstar Classic 2 Surf Competition

- Information on how to enter forms part of the terms and conditions of entry. Entry into the
 promotion 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 Jetstar Airways Pty Ltd (ABN: 33 069 720 243) of 79 Victoria Parade, Collingwood VIC 3066 telephone number (+61) 3 8668 8262 (**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 12pm (AEST) on Friday 25 July 2025 (AEST) and closes at 5pm (AEST) on Wednesday 27 August 2025 (AEST) (**Promotion Period**).
- 4) Video entry submissions commences at 12pm on Friday 25 July 2025 (AEST) and close at 11:59pm on Sunday 10 August 2025 (AEST).

Eligibility to enter

5) Entry is open only to Australian residents aged 18 years and over, excluding directors, management, employees and their immediate families of the Promoter and its related bodies corporate and registered travel companions of employees of the Promoter and its related bodies corporate (**Eligible Entrants**).

Entry into the promotion

- 6) To enter, Eligible Entrants must during the Promotion Period create a video showing them trying something for the first time and post it in the comments of the relevant Facebook post, or share it to their Instagram or TikTok profile, tagging @jetstaraustralia and #JetstarSurfClassic2 with their profile on public, or send it to Jetstar Australia as a direct message on Instagram.
- 7) Video entry submissions close at 11:59pm on Sunday 10 August 2025 (AEST).
- 8) Four (4) finalists will be selected to participate in an amateur surfing competition in Sydney, and finalists will need to be available to travel to Sydney from the 25th 27th August 2025. These finalists will be announced in a post from the official Jetstar Australia Instagram account on the 13th of August 2025. Jetstar will seek consent from the finalists before using their footage in this post. Jetstar will supply return flights to Sydney from the finalists' closest domestic port for them and a travel companion, as well as 2 (two) nights' accommodation for them to participate in the competition. Finalists must be happy to share a twin or double room with their travel companion. Finalists must be happy for them to be recorded during the event, and consent to this footage being used across Jetstar promotional material, including social media.
- 9) The Promoter is not responsible for any lost, late or misdirected entries.
- 10) The time of entry will be deemed to be the time the entry is received by the Promoter.
- 11) 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.

Judging of entries

12) The 'trying something for the first time' video entries will be judged based on the humour, originality and creativity of the entry. The finalists who participate in the surfing competition will then be judged based on their charisma, humour,

showmanship and skill on a surfboard.

- 13) Judging of the video entries will take place at 10am (AEST) on Monday 11 August 2025 (AEST) at offices of the promoter. There will be four (4) finalists selected who go on to participate in the surf competition. Judging of the video entries will be conducted by the Promoter. Judging of the surf competition will take place on the day of the competition by our panel of judges, who will then take the results of the live audience's votes into account to reach their decision. The final decision will be made by 5pm on Wednesday 27 August (AEST) by the panel of judges.
- 14) The judges' decision is final and no correspondence will be entered into. Chance plays no part in determining the winning.

The prize

- 15) There will be one (1) prize. The maximum total prize pool value is AU\$9,223 based on the recommended retail value and the exchange rate at the time of printing. The Promoter accepts no responsibility for any variation in the value of the prizes.
- 16) The prize includes:
 - a) Return flights from the winner's nearest Australian international airport where Jetstar operates to Rarotonga for up to 6 (six) people (the winner and 5 (five) of their travel companions). Where the winner's local international airport does not operate to Rarotonga, flights will be provided from their nearest port to Sydney; and
 - b) 5 (five) nights' accommodation in a Three Bedroom Garden Villa at The Edgewater Resort and Spa (winners must be happy to share a twin room with at least one of their accompanying travel companions).
 - c) Travel must be completed between 26 August 2025 19 December 2025 or 11 January 2026 25 August 2026. (Excludes school holiday periods and blackout dates apply). Winner must submit flight and accommodation request form for the booking at a minimum of 4 (four) weeks prior to travel.
- 17) The prize includes GST and taxes included in the price of the ticket. Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation, flights, accommodation or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of the prize-winner and companion. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Prize travel is subject to Qantas' General Conditions of Carriage.
- 18) Prize travel and accommodation is subject to availability at the time of booking and prize travel is subject to availability of prize travel fares at the time of booking. The winner and their companion must travel together on all prize travel and will not accrue Qantas Points on any element of the prize. An upgrade cannot be purchased on airfares with cash or Qantas Points.
- 19) Prize travel and accommodation must be booked by 25 August 2026. There can be no changes to travel arrangements once tickets have been issued or accommodation bookings once the reservation is confirmed.
- 20) Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting a prize that the winner accept the conditions of use of that prize.
- 21) If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

22) The winner will be notified by an Instagram story by Friday 29 August 2025 from the official Jetstar Australia Instagram account.

Judging backup entries

As part of judging, the Promoter will select an additional backup entry to be used as a backup winner in the event that an entrant is unable to satisfy the promotion terms and condition or forfeits or does not claim a prize. For any prize that remains unclaimed on Wednesday 24 September 2025, the Promoter will award those prizes to the backup winner, subject to any written direction given under applicable law. Any winners determined in accordance with clause will be notified by an email by Thursday 25 September 2025. The Promoter will do the same for the video entry submissions, selecting an additional 3 backup entries to be used as backup winners in the event that an entrant is unable to satisfy the promotion terms and condition or forfeits or does not claim a prize. If the selected finalists don't claim their prize by Wednesday 20 August 2025, the Promoter will award those prizes to the backup winner, subject to any written direction given under applicable law. Any finalists determined in accordance with clause will be notified by an email by Thursday 21 August 2025.

Limitation of liability and variation of terms

- 24) 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.
- 25) 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.
- 26) The exclusion of liability in clause 25 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

27) Entry details remain the property of the Promoter. The initial of the first name plus the surname and photograph of the winner may be used for promotional purposes by the Promoter, after consent is obtained. 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, visit https://www.jetstar.com/au/en/privacy-policy to obtain a copy.

Important information and conditions about competitions on Facebook

- 28) This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to Facebook. By entering this competition, each Eligible Entrant releases Facebook from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Facebook.
- 29) At all times, Eligible Entrants agree to act in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php, and other related policies.
- 30) At all times, Eligible Entrants agree to act in accordance with our social media community standards, which can be viewed at https://www.jetstar.com/au/en/social-media-communitystandards

Important information and conditions about competitions on Instagram

- 31) This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to Instagram. By entering this competition, each Eligible Entrant releases Instagram from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not Instagram.
- 32) At all times, Eligible Entrants agree to act in accordance with the Instagram Terms of Use, which can be viewed at http://instagram.com/about/legal/terms, and other related policies.
- 33) At all times, Eligible Entrants agree to act in accordance with our social media community standards, which can be viewed at https://www.jetstar.com/au/en/social-media-community-standards

Important information and conditions about competitions on TikTok

- This promotion is in no way sponsored, endorsed or administered by, or associated with, TikTok. Eligible Entrants understand and agree that they are providing their information to the Promoter and not to TikTok. By entering this competition, each Eligible Entrant releases TikTok from any action or claim arising out of the competition. Any questions, comments or complaints regarding this competition must be directed to the Promoter, not TikTok.
- 2) At all times, Eligible Entrants agree to act in accordance with the TikTok Terms of Use, which can be viewed at https://www.tiktok.com/legal/page/row/terms-of-service/en, and other related policies.

Tax Implications

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