

"NEW CALEDONIA – OPENING SOON"

Game of chance

Information on how to enter and 'prizes' form part of the Terms and Conditions of Entry.

Entry into this competition is deemed acceptance of these Terms and Conditions.

To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

1- ELIGIBILITY

ENTRY IS OPEN TO RESIDENTS OF AUSTRALIA ONLY.

If entrants are under the age of 18, they must obtain prior permission of a parent or guardian over the age of 18 to enter the Contest. No purchase is necessary.

The following are not eligible for entry into the contest: The Promoter and its partner's employees, their advertising or promotional agencies, their assignees, as well as suppliers of printing/web services and prizes; and members of the immediate family or household of one of the aforementioned individuals. For the purpose of these contest rules, "the immediate family" refers to the spouse, children, brothers and sisters, parents and their spouse.

2- PROMOTER

The Promoter is NEW CALEDONIA TOURISM c/o Nouvelle Vague Marketing (ABN 19638896385) Level 2, 65-71 Belmore Road, Randwick NSW 2031, ("Promoter").

3- CONDITIONS OF ENTRY

The competition period begins on 16/02/2022, at 9am AEST, and will end on 31/03/2022, at 11.59 pm AEDT ("Competition Period").

To enter and to be eligible to win the prize, Entrants must, during the Competition Period:

Visit www.newcaledonia.travel and follow the links to enter their details including, without limitation, name and valid e-mail address. Failure to provide the requested information will render the entry invalid.

Entrants must comply with these terms and conditions. The Promoter's decisions (Subject to State and Territory legislation) shall be final.

By entering this contest, the entrants may, at their sole discretion, choose to subscribe to the Promoter's e-newsletters. In the case the entrant does want to receive information newsletters, they must tick the "Enewsletter" box in the entry form.

Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. Incomplete, incomprehensible or false entries will be deemed invalid. No responsibility is accepted for late, lost or misdirected entries. In case of dispute as to identity of entrant, entry will be deemed to have been made by the registered user of the e-mail account, and if a prize is won, will be awarded to the registered user, if eligible. The Promoter reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation or to be acting in violation of these terms and conditions.

If an Entrant's contact details change during the Contest Period, the Entrant must promptly notify the Promoter of the relevant change. A

request to access or modify any information provided in an entry should be in writing and directed to Promoter.

Entrants may enter once.

4- DRAW

The winner will be drawn at random on 05/04/2022 at the Promoter's premises. The first valid entry drawn will win the prize.

The winner's name will be announced at the Promoter's offices.

The Winner will be notified by email within 2 business days of the draw and the Winner will have 28 days to respond with their details to claim the prize. The draw results will be published on newcaledonia.travel within two business days after the draw date/s for 28 days.

The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions or is unreachable.

A new prize draw, to distribute any prize unclaimed by this date will occur. The redraw will take place at the office of the promoter, on 05/07/2022 at 12pm AEDT. The redrawn winner will be notified by email within 2 business days. If a redraw is conducted the original winner drawn will have no claim to any prize.

The unclaimed prize draw results will be published on www.newcaledonia.travel within two business days after the draw date/s for 28 days. The prize must be accepted as awarded, is non-transferable and is not redeemable for cash.

If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

Prize is valid to be booked between 11/04/22 and 31/12/22, unless it is redrawn. Valid for travel between 11/04/22 and 31/12/22 inclusive of return dates. If current travel restrictions apply during all of 2022, the trip may be postponed.

The winner must consent to the use of their name (including posting first name and last initial) and/or photo for promotional purposes and media editorial requests regarding this contest, without compensation. Their name will be posted on www.newcaledonia.travel or facebook.com/newcaledoniatourism after the prize is awarded. This information may not be published elsewhere without the written permission of the Promoter.

5- PRIZE DESCRIPTION AND VALUE

There will be one (1) winner and (1) prize awarded. The prize details:

- Two (2) roundtrip tickets to Nouméa.
Valid for two (2) people from Sydney to Nouméa, New Caledonia. (The winner must arrange their own transportation to selected airport). The airfares included in the prize are subject to the Flight Terms & Conditions set out at the end of this document, and any other terms or conditions imposed by the airline. The flight will be booked directly via Aircalin.
- The total prize value is up to AU\$ 2340 (including GST) for 2 return tickets Sydney-Noumea. Prize value is recommended retail price and is subject to change. The Promoter accepts no

responsibility for any variation in the prize value. This prize is not transferable, not redeemable for Cash and may not be combined with any other promotion.

- Winner and guest are responsible for all other expenses not expressly stated here including, without limitation, spending money, meals, drinks, transfers (including from the airport of the arrival city to the hotel), accommodation, activities, incidentals, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs. All compulsory taxes are included in the prize.
- The travellers must ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the travellers.
- Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government,

local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at www.smartraveller.gov.au. Travel insurance is not included in the prize but is highly recommended.

- The winner and their guest must depart on the same date from the same airport on the same flight. The winner and their guest must depart Nouméa to return to Australia on the same date from the same airport on the same flight. If the winner resides in any other city than an airport city quoted above (Sydney / Brisbane), the winner and their guest will be responsible for obtaining appropriate transport to the chosen airport. For the avoidance of doubt, such transport to the chosen airport does not form part of the prize and the prize winner must pay all costs in connection with the connecting transport.
- If for any reason whatsoever the winner is unable to take any element of the prize in the time period specified by the Promoter, then that element of the prize in its entirety will be forfeited to the winner and cash will not be awarded in lieu of that element of the prize. If the prize winner is under 18 years of age, the prize will be awarded to the winner's parent or legal guardian.
- The prize, in whole or in any part, is not transferable to another individual and is not exchangeable or redeemable for cash, goods or services. The prize is not refundable and cannot be upgraded. The prize winner cannot change, vary, substitute or extend any element of the prize (in whole or in part) and the prize winner must be among the travellers.
- The Promoter, the Partners and their associated agencies, and other contractors associated with this contest, accept no responsibility for prizes, prize information or for tickets lost in

transit and for any tax implications that may arise from the prize winnings. The Promoter and the Partners make no representation as to the safety, conditions or other issues that may exist at any destination.

- By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
- The Promoter reserves the right to require the prize winner to provide proof of identification/residency/address details in order to claim the prize. This proof is considered suitable for verification at the discretion of the Promoter. If the prize winner cannot provide suitable proof, the prize winner will forfeit the prize in whole and no substitute or cash will be awarded in lieu of the prize.

6- RELEASE OF LIABILITY

- Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('Non-Excludable Guarantees').

- The Promoter and its partners reserve the right, at any time, (subject to State and Territory legislation), to cancel or suspend this contest should a virus, bug or other cause beyond its reasonable control corrupt the security or proper administration of the contest and award prizes based upon votes received prior to date of the withdrawal.
- The Promoter and its partners shall not be held responsible for unavailable network connections; failed, incomplete, incorrect or inaccurate entry information, destroyed or late transmissions; failures of any Internet networks, computer and phone equipment, software or any other technical problems or human errors; or any failed communication or circumstance affecting, damaging or altering the contest in any way, including, but not limited to, the receipt of entry forms, the entrant's eligibility for the contest, the notification of the winner, and their reply to this notification; or for any damage to an entrant's computer resulting from participating in the contest or downloading any material required to participate.
- Any entry form or attempt to register using electronic means, information technology or other means contrary to the spirit of this Contest (e.g., computer piracy, mass emailing, etc.) will be rejected automatically and could be referred to the judicial authorities of competent jurisdiction. Every automated entry form will be flagged and rejected.
- To the extent permitted by law, the Promoter and its partners will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, misadventure, accident, personal injury, death, damage or claim which is suffered or sustained (whether or not arising from any person's negligence) resulting from participation in this Contest.
- In the case of the intervention of any outside person or event which changes the result or prevents or hinders the determination of the Contest, including but not limited to vandalism, power failures,

tempests, acts of terrorism, natural disasters, civil unrest, strikes or any other event beyond the control of the Promoter; the Promoter may in its discretion cancel, terminate, modify or suspend the Contest and recommence it from the start on the same conditions subject to any government regulation.

- All entries and entry information become the property of the Promoter and none will be returned. To facilitate participation in the Contest, the Promoter may disclose an Entrant's personal information to other partners associated with this contest. By entering the Contest, unless otherwise advised, each Entrant acknowledges and agrees that the Promoter and the Partners collecting the Entrant's personal information and enter same in a database, and the Entrant consents to the Promoter and the Partners using such information for future promotional and marketing activities including, without limitation, sending the Entrant electronic messages, and for any media and publicity purposes in any media worldwide without any further reference, payment or other compensation to the Entrant.

Entrants' personal information may also be disclosed to State and Territory lottery departments or to another government authority, as required by law. A request to access, update or correct any personal information should be directed to the Promoter or the relevant Partner. This contest is subject to State and Territory laws and is null and void where the law prohibits it. The Promoter will otherwise handle your personal information in accordance with its Privacy Policy available at www.newcaledonia.travel. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer at the Promoter's address.


7- FACEBOOK TERMS AND CONDITIONS

- This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

By entering and participating, entrant agrees to hold harmless Facebook from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to an entrant's participation in the Contest, or entrant's participation in any Prize related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

8- ADDITIONAL TERMS AND CONDITIONS

Prize details: Two (2) Return Economy Class Tickets adult Sydney-Noumea – \$2340

- The flight tickets will be booked via Aircalin
- Australian departure cities permitted: Sydney
- Travel between Australia and New Caledonia will be on Aircalin operated flights in Economy class.
-  Baggage allowance of 1 PC (max 23 kg) + 1 sports equipment (max 23 kg)
- Flights are strictly subject to availability at the time of booking and may not be available on every flight. Travel blackouts over peak holiday periods apply.
- It is the passenger's responsibility to ensure that they hold the necessary documentation for entry into New Caledonia.
- Flight upgrade is not available

- The 1st modification of date or name is free, the following ones will be invoiced at the applicable rate according to the booking class.
- Ticket has no cash value, is non-transferable, is not valid for resale and cannot be traded.
- The recipient is responsible for all applicable government and security taxes, airline levies, airport charges or paid services.
- Tickets are to be used on the same travel dates and flights.
- Prize-winner's flight tickets are not transferable, not cash-redeemable, non-upgradeable and their validity cannot be extended. (The winner of the ticket(s) must be among the travellers)
- Frequent flyer points will not be awarded on this airfare.
- Winner and his/her travel companion are personally responsible for any other costs and gratuities, which are not explicitly included in this Prize (e.g. visa application, travel insurance etc.).
- Winner and his/her travel companion agree when accepting the Prize that acceptance is entirely at his/her own risk and responsibility. New Caledonia Tourism and Aircalin shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to direct or consequential loss) or any personal injury suffered or sustained in connection with this Prize except for any liability which cannot be excluded by law.
- New Caledonia Tourism and Aircalin accept no responsibility for any tax implications that may arise from accepting the Prize.
- In the current health context linked to covid-19, it is up to the ticket's beneficiary to comply with all formalities required at the

time of travel by the countries of departure, transit, arrival (census and authorisations with the respective authorities, PCR tests or others, vaccines, health passport, quarantine periods, etc.).

- Travel Insurance is strongly recommended by the Department of Foreign Affairs And Trade for all overseas travel. We recommend you seek advice about travel insurance.