

**Aviair PTY LTD**  
**“Perth – Geraldton Visa Gift Card” Promotion**  
**TERMS AND CONDITIONS**

1. The promoter of the **Perth – Geraldton \$1,000 Visa Gift Card** (the Competition) is Aviair Pty Ltd trading as Nexus Airlines (the Promoter).
2. The Competition begins on **Monday 30<sup>th</sup> October 2024 at 9.00am AWST** (Australian Western Standard Time) and ends on **Sunday 13<sup>th</sup> October 2024 at 5.00pm AWST** (Australian Western Standard Time) (the Competition Period).
3. Each transaction made on all one way or return flights, between Geraldton and Perth during the Competition Period will classify as one entry to the Competition.
4. The Promoter reserves the right to allow or disallow any entry for any bad faith reason.
5. Entry to the Competition is not open to employees of Aviair Pty Ltd or any entities within the HM Consolidated Pty Ltd group of businesses.
6. **Six entrants** (the Winners) will be awarded one prize (the Prize) as follows: *a \$1,000 Visa Gift card*.
7. The Winner shall be chosen by the Promoter at random. Each eligible entry has an equal chance of winning.
8. The Winners will be drawn on **Wednesday 16<sup>th</sup> October 2024 at 10.00am (AWST)** and will be notified in writing.
9. The Winner must claim the Prize on or before **Monday 30<sup>th</sup> October at 5.00pm (AWST)**. The Prize must be claimed in writing via email. Identification, which includes a photograph, will be required. If the Prize is not claimed, the Promoter will select another Winner.
10. The Prize must be taken as stated and is non-transferable, not exchangeable, and not redeemable for cash. If the specified prize becomes unavailable for any reason, the Promoter reserves the right to substitute the Prize for one of like or equal value.
11. The Promoter reserves the right, at its sole discretion, to disqualify any individual for:
  - a) tampering with the entry process, including exceeding any limitation on the number of entries, or any other process as determined by the Promoter that in any way affects the fairness of the promotion or the website of the Promoter or the Competition;
  - b) acting in violation of the Terms and Conditions.
12. Participation in the Competition constitutes the entrant’s unconditional agreement to and acceptance of the Terms and Conditions.
13. All entries remain the property of the Promoter and will be entered into a database for future marketing and/or promotional activities. By entering this Competition, the entrant consents to receiving marketing material from the Promoter. The entrant acknowledges that they can at any time opt out of receiving marketing materials by either contacting the Promoter or by using the unsubscribe link on the Promoter’s electronic communications.
14. By entering, the Competition entrant (in the event that they are the Winner), consents to the publishing of their name and suburb of residence on the website [www.nexusairlines.com.au](http://www.nexusairlines.com.au). Acceptance of the Prize by the Winner constitutes permission for the Promoter to use the Winner’s name, suburb of residence, recording of the Winner’s voice and likeness for advertising and promotional purposes without compensation, unless otherwise prohibited by law. The Promoter will not use the Winner’s personal information for any other purpose without their consent, unless required or authorised to do so by law. Entrants must notify the Promoter in writing if they would like to amend their personal information or if they have any queries as to how their personal information will be used.
15. This Competition is subject to the Promoter’s Privacy Policy, available to download here - <https://www.aviair.com.au/legal/privacy-policy>
16. If the Competition is conducted on, or utilising, social media including, without limitation Facebook, Instagram and Twitter, the Competition shall be subject to the terms of use governing the applicable social media platform.
17. Without prejudice to clause 23 above, if the Competition is conducted on Facebook or Instagram, entrants:
  - a) fully release Facebook or Instagram from all liability arising out of the Competition;
  - b) acknowledge that the Competition is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Instagram; and understand and accept that information disclosed in connection with the Competition is disclosed to the Promoter and not Facebook or Instagram.