

## **EMIRATES – End of Game Brizi giveaway Terms & Conditions**

This promotion (the "Promotion") is brought to you by Emirates, a corporation established by Dubai Ruler's Decree No. 2 of 1985 (as amended) having its principal office at Emirates Group Headquarters, Airport Road, P.O. Box 686, Dubai, United Arab Emirates hosted via the website found at [www.ekcam.com](http://www.ekcam.com) ("**Website**")

These terms and conditions together with the general terms and conditions that are applicable to your use of and access to the Website (together the "**Terms**") govern your use of the Website and set out the rules of participation in the Promotion. By entering the Promotion, you guarantee that you have the authority to accept these Terms and you agree to be bound by the Terms.

In the event of any dispute regarding the Terms, results and all other matters relating to the Promotion, Emirates decision will be final and binding and no correspondence or discussion will be entered into.

The Promotion commences at 11.00am, January 16, 2017 and closes at 23.59, January 29, 2017

### **Qualifying Entrants**

On the date of entry you must be **at least 13 (thirteen) years of age** and must be in attendance Rod Laver Arena at the 2017 Australian Open in order to be eligible to enter the Promotion ("**Qualifying Entrants**"). Entrants aged under 18 years must have consent of a parent/guardian to enter the Promotion.

The Promotion is void in countries where it is prohibited by law. Individuals located in a country restricted by applicable controls and sanctions or other laws or regulations as they relate to this Promotion are ineligible to participate in the Promotion. Each entrant must ensure that his or her participation in the Promotion (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which he or she is a citizen and/or resides, and/or happens to be at the time the entry is made. Emirates shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of the Promotion.

Employees of Emirates and/or their immediate family are not eligible to enter the Promotion. Emirates do not make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of the Promotion.

### **Rules of Entry**

The Promotion is only open to those who attend in person and remain at Rod Laver Arena during play of games from 11.00, January 16, 2017 until the completion of the Promotion at 23.59, January 29, 2017.

To enter the promotion The Entrant must;

- a) Go to the website [www.ekcam.com](http://www.ekcam.com) from their smart phone or smart device ;
- b) Enter their section, row and seat number;
- c) When their turn is up, the robotic Brizi swivel camera will drop down and the Entrant will be able to be control the camera, enabling them to set up and create a photograph of themselves. locate an Emirates Cabin Crew or Promotional Staff member to enter their details and then capture an image;
- d) Entrant must take their photo and then post it to one of their social media accounts(Facebook, Twitter, Instagram) with the #EmiratesReturn hashtag included in order to be eligible to win.

Entrants are not limited to entries

All terms and conditions of the social media site on which you are posting must be adhered to and form part of the terms and conditions of entry.

Any Entrant, who fails to abide by any of these Terms or fails to meet the entry criteria set out in these Terms, may be disqualified at the sole discretion of the Emirates.

Valid entries may be published around the LED signage of each specified court on the Emirates website and social media accounts.

## **The Draw.**

This is a game of skill and chance.

3 representatives will view each entry and select entries to be displayed on the revolving signage around the court and on the Emirates website and social media and selection will be based on on creativity, passion, humour, ability to be published on the Emirates website and social media accounts (i.e. not offensive) and originality.

From the entries selected, prizes will be awarded by random electronic selection.

## **The Prize**

The winners will each receive:

- Emirates Australian Open Lounge Upgrade and Upper Section tickets for two (2) people with AO Lounge Access (tickets to be for a subsequent tournament session as the discretion of Emirates)
- OR Behind the Scenes Australian Open Tour thanks to Emirates
- OR Emirates Merchandise

Additional prizing will include:

- Emirates Merchandise

The total prize value of the promotion is up to \$20,000

The total number of prize winners will be a maximum of 60

The Prize includes nothing other than that expressly stated to be included as part of the Prize. Proof of age may be required before the Prize can be given. Emirates reserves the right to substitute the prize for another prize of equal or greater value, should the need reasonably arise.

Tickets shall be subject to the applicable terms and conditions which apply to the possession and use of the tickets. Match tickets or merchandise are non-transferable except as set out in the ticket conditions and cannot be sold, encashed or given away in any circumstances. Tickets cannot be used for commercial or promotional purposes.

The Prize is non-transferable.

All Australian Open tickets are issued subject to the Australian Open Ticket Conditions of Sale and Entry 2017 (which can be found online at <http://www.tennis.com.au/wp-content/uploads/2016/07/AO2017-Ticket-Conditions-of-Sale-and-Entry.pdf>). All Australian Open hospitality products, including dining and/or private space elements, are provided subject to the Australian Open Hospitality Conditions 2017 (which can be found online at <http://www.tennis.com.au/wp-content/uploads/2016/06/AO-Hospitality-Conditions-AO2017-v4-FINAL-3-MN160616.pdf>).

The winner will be announced on LED signage across each specified court and will be published on [www.ekcam.com](http://www.ekcam.com) on 30 January 2017. The winner will also be notified through social media comment and direct message.

If any winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on their behalf

## **Personal Information**

Emirates collect and use the Qualifying Entrant's personal information (the "Data") in order to conduct the Promotion and may, for this purpose, disclose or transmit such information to third parties rendering services in relation to the Promotion. In processing the Data Emirates may transfer it to countries which may not afford the same level of data protection as your country of residence. However, in all cases, Emirates undertakes to collect, process, store, save and transfer the Data in compliance with relevant data protection legislation in force from time to time. By entering the Promotion and providing the Data the Qualifying Entrant authorises Emirates to collect and process the Data in this manner.

In consenting to receive the Emirates Newsletter, the Qualifying Entrant authorises Emirates to retain and use the Data and transmit the Data for the purposes of issuing the Emirates Newsletter.

In consenting to direct marketing Emirates the Qualifying Entrant authorises Emirates to retain and use the Data for other direct marketing, which may involve sharing the Data with Emirates' offices, authorised agents, Emirates' other companies and/or brands, anyone to whom Emirates transfers their rights and duties, third party companies offering related services (including, for example, car rental, hotels, limousines, transfers, ancillary services), governments and government agencies, credit card and other payment card companies, and other airlines or providers of such related services.

The Winners agree to participate in such reasonable publicity as may be requested by Emirates. The Winners agree to the publication of their respective name and country in connection with the Promotion.

If the Qualifying Entrant would like to know what Data Emirates are holding about them and/or correct the Data that Emirates hold about them they should contact their local Emirates office.

The Winner agrees to participate in such reasonable publicity as may be requested by Emirates. The Winners agree to the publication of their respective name and country in connection with the Promotion. The Promoter or its agent will capture video and photographs of the Prize being awarded to the Winner ("The Images") which may be used for Publicity and Marketing purposes. The Winner agrees that Emirates can use The Images for commercial exploitation and other promotional or public relations purposes, throughout the world by any means in all forms of media (including but not limited to online and print) by Emirates. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.

The Winners consents to Tennis Australia Limited using their personal information and photographing/recording their image while they are participating in the any activity or event run or organised by Tennis Australia which constitutes part of the Prize (and, where a Winner is under 18 years of age, a parent or guardian consents on the child's behalf). The Winners agree that any such photographs, electronic images, sound recording or video footage may be used by Tennis Australia in resources and reports, or promotional, advertising or marketing materials, without any further notice or payment to the relevant Winner.

### **Emirates Liability**

Emirates will not be liable to perform any of its obligations under these Terms where it is unable to do so as a result of circumstances beyond its reasonable control including but not limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots or any other circumstances amounting to force majeure. Emirates accept no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising. We accept no responsibility for any tax liability that may result from winning a Prize.

Emirates and Tennis Australia Limited (ABN 61 006 281 125) accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by the Winner or where applicable the guest as a result of entering or participating in the Promotion or accepting the Prize. This exclusion does not include any liability for death or personal injury caused solely by the negligence of Emirates or Tennis Australia.

Participants enter the Promotion at their own risk and agree to indemnify Emirates and Tennis Australia against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors' fees) and any claim arising from a participants own actions in any way in connection with the Promotion or a breach of a participants obligations hereunder.

Emirates and Tennis Australia accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. Emirates and Tennis Australia are not liable for any consequences of user error including any costs incurred. Participants acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, Participants accept that risk for yourself and for your companion(s) (if applicable).

### **General**

Participation in the Promotion does not confer on the entrant any rights in or over any intellectual property arising in connection with the Promotion. Any Terms which are held to be invalid in any jurisdiction shall whenever allowed by the context be deemed to be replaced by such valid and enforceable terms and conditions whose contents are as close as permissible to those of the invalid or unenforceable Terms. Emirates reserve the right to modify or vary the Promotion and/or these Terms at any time.

These Terms shall be governed by and construed in accordance with laws of Victoria, and as applicable Australia and the Victorian courts shall have exclusive jurisdiction in relation to any disputes arising.

Authorised under NSW Permit No. LTPS/17/10502, ACT Permit No TP 16/02623, SA Permit No. T16/2382