

## My Ultimate Bucket List Campaign

### TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Malaysian Airline System Berhad trading as Malaysia Airlines (ABN 19 796 498 145) of Level 7, 16 Spring Street Sydney NSW 2000 (Australia) and Level 9, 120 Albert Street, Auckland 1010 (New Zealand) ("MAS").

### ELIGIBILITY

3. This Competition is open only to Australian and New Zealand residents aged 18 and above.
4. Permanent and/or temporary employees of MAS, its subsidiary companies, advertising and public relation agencies, and their immediate family members are not eligible to participate in this Competition. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

### COMPETITION PERIOD

5. This Competition commences at 12:00am AEST on 1 September 2014 and closes at 11:59pm AEDST on 31 December 2014 ("Competition Period").

### HOW TO ENTER

6. To be eligible to enter, individuals must purchase any valid airfare ticket from [www.malaysiaairlines.com/au/en.html](http://www.malaysiaairlines.com/au/en.html) during the Competition Period.
7. To enter, individuals must then complete the following steps during the Competition Period:
  - i) visit [www.malaysiaairlines.com/au/en/campaign/bucket-list-contest.html](http://www.malaysiaairlines.com/au/en/campaign/bucket-list-contest.html) and follow the prompts to the Competition entry page;
  - ii) input all of the requested details including their first and last name, valid email address, telephone number, country of residence, ticket PNR purchased and a 500 character or less answer to the following promotional question "What and where would you like to tick off on your bucket list, and explain why?"; and
  - iii) Submit the fully completed entry form.
8. Only one (1) entry permitted per person.
9. Incomplete or indecipherable entries will be deemed invalid.
10. MAS reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and PNR) and reserves the

- right, in its sole discretion, to disqualify any individual who MAS has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may be accepted at MAS' discretion. Failure by MAS to enforce any of its rights at any stage does not constitute a waiver of those rights. MAS' legal rights to recover damages or other compensation from such an offender are reserved.
11. Entrants must retain a photocopy of their purchase receipt(s) for their entry as proof of purchase. Failure to produce the proof of purchase for their entry when requested may, in the absolute discretion of MAS, result in invalidation of an entrant's entry and forfeiture of any right to a prize.
  12. If there is a dispute as to the identity of an entrant, MAS reserves the right, in its sole discretion, to determine the identity of the entrant.

## WINNER DETERMINATION

13. The Competition is a game of skill and chance plays no part in determining the Winners. Each entry shall be individually judged based on the literary and creative merit of the answer submitted to the promotional question.
14. There will be two (2) winners for each month between September and November and ten (10) winners for the month of December, with a total of sixteen (16) winners. Entries in each month will commence at 12:00am on the first day of each month and close at 11:59pm on the last day of each month during the Competition Period. All times indicated are AEST/AEDST unless specified otherwise. Winners will be notified via email.

## PRIZES

15. The two (2) best valid entries in each month between September and November and the ten (10) best valid entries in December, as determined by the judges, will each win one (1) of the following prizes:
  - September and November winners will each win an Apple iPad with Retina Display 16GB Wi-Fi valued at AU\$449 (for Australian winners) or NZ\$579 (for New Zealand winners);
  - October and December winners will each win one (1) Malaysia Airlines economy class return ticket ("Ticket") departing from the winner's nearest airport from those listed below to a destination in Malaysia to be determined by MAS, in its absolute discretion, valued at up to AU\$796 (for Australian winners) or NZ\$876 (for New Zealand winners). Ticket prizes will depart from the following airports only:
    - i) for winners from Australia: Sydney, Melbourne, Adelaide, Perth or Brisbane
    - ii) for winners from New Zealand: Auckland

16. Ticket prizes are airfares only. Any costs associated with taking the Ticket prizes, including but not limited to spending money, accommodation, meals, taxes (excluding airport and airline taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, personal items, are the responsibility of the winners. The winners of Ticket prizes are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.
17. Ticket prizes are subject to seat availability and are based on normal published fares. Ticket prizes shall be valid for travel from the day of ticket award for a period of six (6) months, but excluding travel during peak periods (i.e. public and school holidays, December/January in the respective countries). Ticket prizes must be booked at least four (4) weeks prior to intended date of travel. Ticket prizes cannot be upgraded. Any cancellation or changes of Ticket prizes may incur fees which will be the responsibility of the winners.
18. If for any reason a winner does not take/redeem a prize by the time stipulated by MAS, then the prize will be forfeited.
19. If any prize is unavailable, MAS, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
20. Total prize pool value is up to AU\$11,024 or NZ\$12,828 (whichever is applicable). Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

## GENERAL

21. MAS' decision is final and no correspondence will be entered into.
22. 'iPad' is a trademark of Apple Inc. Apple Inc is not a participant in or sponsor of this Competition.
23. As a condition of entering this Competition, each entrant licences MAS to use their entry in any media for an unlimited period for any reason including but not limited to future promotional, marketing or publicity purposes in any of MAS's publications, websites and/or in any promotional materials.
24. Entrants consent to MAS using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by MAS.
25. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of MAS, including but not limited to technical difficulties, unauthorised intervention or fraud, MAS reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate
26. Any cost associated with accessing the promotional websites is the entrant's responsibility and is dependent on the Internet service provider used by the entrant.

27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, MAS (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, MAS (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under MAS’ control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by MAS) due to any reason beyond the reasonable control of MAS; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
29. As a condition of accepting a Ticket prize, a winner must sign any legal documentation as and in the form required by MAS and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
30. MAS collects personal information (“PI”) in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. MAS will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.malaysiaairlines.com/my/en/footer/privacy-policy.html](http://www.malaysiaairlines.com/my/en/footer/privacy-policy.html). In addition to any use that may be outlined in the MAS’ Privacy Policy, MAS may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how Australian entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of MAS. MAS may disclose personal information to entities outside of Australia (see the MAS’s Privacy Policy for more details) including but not limited to MAS’s head office in Malaysia for the purposes of this promotion.
31. The laws of Australia apply to this Competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.