

**Park & WIN this Christmas with Mackay Airport
Terms & Conditions (“Conditions of Entry”)**

Schedule				
Promotion:	Park & WIN this Christmas with Mackay Airport			
Promoter:	Mackay Airport Pty Ltd ABN 77 132 228 534 PO Box 5806, Mackay Mail Centre, Queensland, Australia 4741 Ph: 07 4957 0201			
Promotion Period:	Campaign Start Date: Friday 1 November 2024 at 10.00am AEST Campaign End Date: Saturday 30 November 2024 at 11.59pm AEST			
Eligible Entrants:	Entry is open to Australian residents who are 18 years of age or over.			
How to Enter:	To enter the Promotion, the eligible Entrant must: 1. Book their parking with Mackay Airport Parking online at www.mackayairport.com.au during the promotional period (1 – 30 November 2024) for stays between 1 December 2024 – 5 January 2025 inclusive. 2. The Entrant must use the promo code ‘XMAS24’ when booking online to be eligible to enter the draw to Win 1 of 3 Sony Wireless Noise Cancelling Stereo Headset valued at \$450.			
Entries permitted:	One (1) entry permitted per Entrant.			
Total Prize Pool:	AUD \$1,349.97			
Prize Details:	Prize Description:	Number of this Prize	Approx. value (per Prize)	Winner Selection:
	Sony Wireless Noise Cancelling Stereo Headset (WX-100XM4) - Black	Three (3)	\$449.99 AUD	Random selection – 2/12/2024 at 10:00AM AEST
Other Prize Terms & Condition:	The Prize is not exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.			
Winner notification:	The three (3) winners will be individually notified by phone within two (2) business days of the draw which will take place on Tuesday 3 December 2024 at 12:00PM AEST.			
Unclaimed Prizes:	The Prize must be claimed by 2:00PM AEST on Wednesday 4 December 2024. If a Prize is unclaimed by this time, it will be redrawn on Thursday 5 December 2024 at 10:00AM AEST. The winner of the redraw will be notified phone within one (1) business day of the redraw. The winner of the redraw must claim the Prize by 5:00PM AEST on Friday 6 December 2024 otherwise the Prize will be forfeited.			

1. The Entrant acknowledges and agrees that they have read these Conditions of Entry (including the Schedule) and that entry into the Promotion using the promo code ‘XMAS24’ in the booking is deemed to be acceptance of these Conditions of Entry (and the Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. Valid and eligible entries will be accepted during the Promotion Period. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Employees (and their immediate family members) of the Promoter, its distributors, suppliers, subsidiary companies/businesses and companies associated with the conduct of this Promotion are not eligible to enter (“**Ineligible Entrant**”). ‘Immediate family member’ 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 1st cousin.
4. To enter, Entrants must during the Promotional Period:
 - a) Book their parking with Mackay Airport Parking online at www.mackayairport.com.au during the promotional period (1 – 30 November 2024) for stays between 1 December 2024 – 5 January 2025 inclusive.
 - b) The Entrant must use the promo code ‘XMAS24’ when booking online to be eligible to enter the draw to Win 1 of 3 Sony Wireless Noise Cancelling Stereo Headset (WX-100XM4) valued at \$450.
5. The process for drawing the Prize is as follows:

- a) The draw will take place at Mackay Airport Christensen Circuit Mackay at the time and date in the manner referred to in the Schedule.
 - b) The winner/s of the drawn Prize is determined entirely by chance. The first valid entry drawn will be the winner of the Prize specified in the Schedule.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day.
 - d) The Promoter may draw additional reserve winners in case an invalid entry or entrant is drawn.
6. All reasonable attempts will be made to contact the winner/s
 7. Unless otherwise provided in the Schedule, the Promoter will contact the winner by the details provided on the booking to arrange collection or postage of the prize. The Promoter and winner may agree to some other form of collection of the prize, in the Promoter's absolute discretion. If there is a dispute as to the identity of an Entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant or winner.
 8. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and Entrant's details (including an Entrant's age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry and/or identity, the Prize will be forfeited in whole, and no substitute will be offered.
 9. If any winner chooses not to (or is unable to) take their Prize or does not claim the Prize by the time specified in the Schedule, the Prize will be forfeited, and the Promoter is not required to substitute the Prize.
 10. In the event that there is a dispute concerning the conduct of the Promotion and/or the redemption of the Prize, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
 11. The value of the total Prize pool is accurate as at the Start Date. The Promoter accepts no responsibility for any variation in the value of the Prize after that date.
 12. The promoter does not warrant the acceptable quality, suitability and/or fitness for purpose of any goods awarded as a Prize.
 13. No part of a Prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 14. Any ancillary costs associated with redeeming or collecting the Prize are the responsibility of the Entrant and not the Promoter.
 15. Where applicable, the Promoter may communicate or promote the Promotion on its social media. Any questions or comments regarding the Promotion must be directed to the Promoter, not to the social media platform. The Entrant releases Facebook, Instagram and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.
 16. If the Prize (or portion of the Prize) is unavailable the Promoter reserves the right to substitute the Prize (or that portion of the Prize) with a prize of equal or greater value and/or specification.
 17. There is no fee to enter the Promotion. There is no additional cost to enter the Promotion other than any cost paid by the Entrant to access the website via their internet service provider.
 18. The Prize will be awarded to the person named as the Entrant and any entry that is made on behalf of an Entrant or by a third party will be invalid. If there is a dispute as to the identity of an Entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant or winner.
 19. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the Entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the *Privacy Act 1988* (Cth) and its privacy policy, located at <https://www.mackayairport.com.au/home/privacy-policy/>. The Promoter's privacy policy contains information about how the Entrant may access, update and seek correction of the personal information the Promoter holds about them and how the Entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter obtains personal information about Entrants to enable them to participate in this Promotion and may disclose the Entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the Entrant does not provide their personal information as requested, they may be

ineligible to enter the Promotion or claim a Prize. Personal information collected from Entrants will be disclosed to the Promoter's database.

20. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and postcode of residence.
21. The Prize is subject to the terms and conditions of the third-party Prize supplier and the provision of the Prize is the sole responsibility of the third party and not the Promoter and include the Other Prize Conditions set out in the Schedule. The terms and conditions which apply to the Prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to book the Prize, any delay or failure relating to the Prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
22. Nothing in these Conditions of Entry restricts, excludes, or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
23. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, pandemic or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a Prize, subject to State or Territory regulation.
24. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and Entrant's details (including an Entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry and/or identity, the Prize will be forfeited in whole and no substitute will be offered.
25. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are also not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
26. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each Entrant and no correspondence will be entered into.
27. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (including where it arises from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any Prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).
28. All expenses outside of the stated Prize are at the cost and are the responsibility of the winner. For clarity, the winner may have to expend money in order to claim and use the Prize.
29. The Promoter accepts no responsibility for the Prize once they have been collected by the winner including for any changes or cancellations of arrangements booked by using the Prize.
30. The Entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
31. Unless otherwise specified, a Prize is a single prize for the winner and cannot be separated into separate components.
32. The Promoter accepts no responsibility for any tax implications and the Entrant must seek their own independent financial advice in regard to the tax implications relating to the Prize or acceptance of the Prize.
33. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.