MACKAY AIRPORT MAKING CHRISTMAS A LITTLE BRIGHTER CAMPAIGN

TERMS AND CONDITIONS

CAMPAIGN: Mackay Airport Making Christmas a Little Brighter Campaign

PROMOTER: Mackay Airport Pty Ltd ABN 77 132 228 534 of Christensen Circuit, Mackay QLD 4740, Telephone: 07 4957 0201

ACCEPTANCE OF TERMS AND CONDITIONS

Nomination or participation in this campaign is deemed as the entrant's acceptance of these Terms and Conditions. Acceptance of these Terms & Conditions is a condition of entry into this campaign.

TOTAL DONATION POOL:

Five (5) donations of AUD $2,000, total of AUD $10,000.

CAMPAIGN PERIOD

The nomination period for the Mackay Airport Making Christmas a Little Brighter campaign will commence on 9:00am on Friday, 13 November 2026 and conclude on 5:00pm Friday, 27 November 2026 with the successful charities being contacted directly by Thursday, 3 December 2026.

OPERATIVE TERMS AND CONDITIONS

DEFINITIONS

In these Terms and Conditions, unless the context otherwise requires:

Local Charity or Community Group means (a) a charitable organisation; (b) a community group; (c) a sporting group; or (d) a not-for-profit organisation that legitimately conducts one or more charitable, benevolent or community support projects/purposes serving the Region and operate as a not-for-profit.

Region means the Mackay Regional Council local government area.

TERMS AND CONDITIONS

1. The Mackay Airport Making Christmas a Little Brighter campaign is a charitable program of the Promoter.
2. Submitting a nomination is open to residents of the Region who are 16 years or older.
3. To nominate: People are encouraged to nominate a Local Charity or Community Group throughout the campaign period, via an online form on the Mackay Airport website www.mackayairport.com.au and must complete ALL required fields. Entry is free. Companies, businesses and groups that are intended to generate a profit are NOT eligible to be nominated. Incomplete, indecipherable or illegible nominations will be deemed invalid.
4. There are five (5) donations to the value of $2,000 to be awarded at the end of the campaign period to five (5) Local Charity or Community Groups nominated as part of this campaign. The nominated Local Charity or Community Groups will be assessed by a panel of the Promoter's staff members against a set selection criteria.
5. The Promoter will make reasonable attempts to contact all five (5) successful Local Charity or Community Group recipients on Thursday, 3 December 2026. On Wednesday 9 December 2026 (at a time mutually agreed between the Promoter and the successful Local Charity or Community Group recipient, or as otherwise nominated by the Promoter), a representative of the Promoter will attend a pre-arranged radio interview with Southern Cross Austereo, together with the successful Local Charity or Community Group recipient, and will present a novelty cheque for the donation. As part of this activity, the successful Local Charity or Community Group recipient may

have the opportunity to participate in a radio interview to promote their organisation, subject to availability and scheduling. The cheque presentation and related activities may be photographed and/or recorded and will be coordinated and managed by the Promoter's Marketing Department.

6. To be considered eligible, a Local Charity or Community Group must be based in the Region, serve the Region (even if they also serve a wider area), must operate as a not-for-profit and must be a registered not-for-profit or charitable organisation. The Promoter will not consider nominations to provincial, national or international charities, programs, or organisations, as the current focus is on contributing to our local community.
7. If the successful Local Charity or Community Group recipient is registered as a deductible gift recipient, then they must provide a tax invoice for the donation.
8. An eligible Local Charity or Community Group can only win one (1) donation. Nominations nominating organisations, persons, business or groups which do not fall within the definition of a Local Charity or Community Group will be void and will not be accepted.
9. The Promoter will review each nomination for eligibility and compliance with these Terms and Conditions and against the set selection criteria as set and approved by the Promoter in its sole discretion. The Promoter will then choose from the nominated and eligible Local Charity or Community Groups to be selected to receive a donation, at the Promoter's sole discretion.
10. By submitting a nomination, you hereby consent to the Promoter processing your personal data for the purposes of running the campaign, for announcing the successful recipients on the Promoter's digital and social media accounts and by email and for any public relations and marketing initiatives undertaken by the Promoter in relation to the campaign. This could include, but is not limited to, media activity, social media, eDM inclusion or information on the Promoter's website. Personal information will be stored on the Promoter's database. The Promoter is bound by the Australian Privacy Principles in accordance with the *Privacy Act 1988* (Cth) and its privacy policy, located at www.mackayairport.com.au/privacy-policy. The Promoter's privacy policy contains information about how a person may access, update and seek correction of the personal information the Promoter holds about them and how the person may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy lawsand how such complaints will be dealt with. The Promoter may disclose a person's personal information to third parties including its contractors and agents and service providers to assist in conducting this campaign. Personal information collected from entrants will be disclosed to the Promoter's database.
11. If for any reason any aspect of this campaign 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 campaign and invalidate any affected nominations, or suspend or modify a donation, subject to State or Territory regulation.
12. The Promoter will pay each donation to each successful Local Charity or Community Group recipient by either cheque, direct deposit or electronic funds transfer as instructed by the successful Local Charity or Community Group recipient. If the successful Local Charity or Community Group recipient is registered as a deductible gift recipient, the donation will be paid following receipt of a valid tax invoice for the donation. The account or payee must be in the name of the Local Charity or Community Group recipient, unless otherwise agreed to by the Promoter in its absolute discretion.
13. Subject to clause 11, the donation will be paid to the successful Local Charity or Community Group recipients by 31 January 2027. If the Promoter is unable to contact the successful Local

Charity or Community Group recipient or a successful Local Charity or Community Group recipient chooses not to or is unable to or if required, is not able to provide the required tax receipt for the donation, the donation will be forfeited and the Promoter is not required to substitute the donation. The Promoter will not be responsible in any circumstances if the donation is not received by the successful Local Charity or Community Group recipient.

14. These Terms and Conditions are between the Promoter and the entrants, and where applicable the nominated Local Charity or Community Group. No other person shall have any rights to enforce any of its terms. These Terms and Conditions are governed by Queensland law and the courts of Queensland have exclusive jurisdiction to hear any dispute (including noncontractual disputes) or matter arising under or in connection with these Terms and Conditions.
15. The successful Local Charity or Community Group recipients agree to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the campaign, 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.
16. A representative from each successful Local Charity or Community Group recipients should be available for filming and photography with the Promoter.
17. Upon request the successful Local Charity or Community Group recipients must provide further details on their organisation, how they intend to spend the donation and the impact that the donation will have on its beneficiaries.
18. The donation must be used by each successful Local Charity or Community Group recipient within one (1) calendar year of its receipt. The donation is as stated, and the Promoter is not responsible for any issues arising from the use (or failure to use) of the donation by the successful Local Charity or Community Group recipients. The Promoter will not be responsible for any inability of the successful Local Charity or Community Group recipients to take up the donation. Each donation is not transferable, not exchangeable and is given at the Promoter's sole discretion and is subject to (a) the terms set out in these Terms and Conditions; and (b) availability.
19. The successful Local Charity or Community Group recipient shall participate in all required publicity and the Promoter reserves the right to publish on the Promoter's website and social media sites and in any other media the successful Local Charity or Community Group recipient's name, details of the project of the successful Local Charity or Community Group recipient for which the donation shall be spent ("Mackay Airport Making Christmas a Little Brighter") and any photos associated with the successful Local Charity or Community Group recipient.
20. The Promoter accepts no responsibility for any tax implications and the entrant and the successful Local Charity or Community Group recipient must seek their own independent financial advice in regard to the tax implications relating to the donations. The donation may be taxable, and each successful Local Charity or Community Group recipient will be responsible for any tax arising from the donation. Any ancillary costs associated with collecting the donation are the responsibility of the successful Local Charity or Community Group recipient and not the Promoter.
21. If there is a dispute as to the identity of a nominated Local Charity or Community Group, the Promoter reserves the right, in its sole discretion, to determine the identity of the nominated Local Charity or Community Group.
22. 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 wilful misconduct) in connection with this campaign or accepting or using any donation, except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law.

23. The Promoter's decisions in relation to all aspects of the campaign are final and no correspondence will be entered into. The Promoter will not enter into correspondence as to the selection criteria and process.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.