

TERMS AND CONDITIONS OF ENTRY

“Win a Trip for 2 to Hamilton Island or 1 of 5 \$200 Visa Gift Cards or 2 of 40 Movie Tickets as part of Cabcharge Payments Weekend Getaway Promotion”

The following terms and conditions (**Terms and Conditions**) apply to the Cabcharge Payments Weekend Getaway Promotion where taxi operators stand a chance to win:

- a Trip for 2 to Hamilton Island; or
- 1 of 5 \$200 Visa gift cards; or
- 2 of 40 movie tickets;

by processing a specified threshold of Approved Credit Card Transactions on a FAREWAYplus payment terminal (the **Promotion**).

By submitting an entry into the Promotion, the Entrant warrants that they have read, understood and accepted these Terms and Conditions:

1. The Promotion is conducted by Cabcharge Payments Pty Ltd (ABN 22 615 032 427) of 152 Riley Street, East Sydney NSW 2010 (the **Promoter**).
2. Information on how to enter the Promotion forms part of the Terms and Conditions.
3. Entry is only open to Australian residents over the age of 18 years or companies duly incorporated in Australia who:
 - a) operate a taxi; and
 - b) have a FAREWAYplus payment terminal installed in that taxi under an agreement with the Promoter, whether directly with the Promoter or through an affiliation with a network who is a Merchant Partner of the Promoter (**Entrant**).Employees of the Promoter (and their immediate families), participating retailers and agencies associated with this Promotion are ineligible to enter.
4. The Promotion commences at 00.01 AEST on 1 December 2019 and concludes at 23.59 AEST on 31 December 2019 AEST (**Promotion Period**).
5. To enter, Entrants or their nominee must process transactions on the FAREWAYplus payment terminal installed in the Entrant's taxi using a credit card issued by either EFTPOS, American Express, Diners Club, Mastercard, Visa, JCB, Alipay, UnionPay or any card approved by the Promoter (**Approved Credit Card Transaction**). The number of entries given to each Entrant will be based on the value of Approved Credit Card Transactions processed per FAREWAYplus payment terminal accumulated over the Promotion Period:

Threshold value of Approved Credit Card Transactions	Maximum number of entries into the Promotion
\$1000-\$2000	1
\$2001-\$3000	2
\$3001 >	5

6. Approved Credit Card Transactions exclude transactions using Cabcharge products and subsidy schemes (including, but not limited to MPTP, BasicsCard and TSS).
7. An Entrant will only be eligible to win one prize.
8. An entry is deemed received at the time the last relevant transaction is confirmed by the Promoter and not at the time of transmission of the transaction by the Entrant.

9. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including an Entrant's identity, age and place of residence) and disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions, who tampers with the entry process or who submits an entry that the Promoter, in its sole discretion, deems to be fraudulent, inappropriate or otherwise not in keeping with the spirit of the Promotion.
10. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete, indecipherable, or illegible entries will be deemed invalid.
11. Winners will be picked at random at the conclusion of the Promotion Period. The Promoter's decisions are final and no correspondence will be entered into.
12. On 9 January 2020, the Promoter will notify the taxi network or Cabcharge Merchant Partner of which the winner is affiliated to via email. Winning terminal IDs will be displayed on our merchant competition page from the 9 – 20 January 2020.
13. There will be 26 winners in total which comprise the following prizes:
 - a) One winner will receive a trip for two (2) to Hamilton Island:
 - i) Prize is a trip for two (2) people to Hamilton Island, QLD valued up to \$3,400 depending on date and point of departure. Prize includes:
 - Return economy airfares between the winner's closest Australian state capital city and Hamilton Island for the winner and one additional guest;
 - Return transfers from Hamilton Island Airport to the hotel for two people;
 - Three (3) nights accommodation in a minimum four (4) star hotel in Hamilton Island;
 - One (1) Visa Gift Card pre-loaded with \$400.
 - ii) Prize Limitation:
 - Trip must be completed in the month March or April 2020;
 - All travel is subject to availability at all times and may be dependent on select seat class with airlines or specific room category availability;
 - The winner and guest must travel together on the same flight, stay at the same hotel room and depart from and return to the same departure point;
 - No compensation or alternative travel plans will be arranged should the winner and/or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and their guest.
 - A credit card imprint may be required from the winner at check-in to the accommodation for all incidental charges;
 - Once booking is confirmed, no changes are allowed, unless otherwise authorised by the Promoter in its absolute discretion;
 - It is the winner's responsibility to organise transport to/from their residential home to the airport;
 - Travel insurance will not be included for the period of travel and will be at the winner's own expense, should they choose to purchase;
 - Food, drinks and holiday activities (e.g. jet ski, boat hire etc) are not included;
 - Frequent flyer points will not form part of the prize.
 - b) Five (5) winners will each receive a \$200 Visa gift card;
 - c) 20 winners will each receive two (2) movie tickets:
 - i) Prize Limitations:
 - Hoyts movie tickets cannot be used after 2pm on Saturdays and Sundays and remain redeemable until July 2022;

- Event movie tickets cannot be used after 5pm on Saturdays and remain redeemable until March 2020.

For the avoidance of doubt, the winner in each instance will be the person that submitted the entry into the Promotion.

14. The total maximum value of Prizes is AUD \$5,000.
15. If any winner of a prize is under 18 years of age, the prize will be deemed forfeited, and will be awarded to the Entrant with the next best entry, as determined by the Promoter in its sole discretion.
16. If for any reason whatsoever a prize winner does not redeem their prize or an element of their prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by that winner and neither cash nor any other prize will be awarded in lieu. In any event, if any winner does not claim their prize by 20 January 2020, they will forfeit the prize and the Promoter will select the next best entry to win their prize. This process will continue either until the particular prize is claimed or valid entries are exhausted, whichever occurs first.
17. Each winner must, at the Promoter's request, participate in any marketing and promotional activity in relation to the Promotion, free of charge. By entering into this Promotion, the Entrant consents to the Promoter using the Entrant's name, likeness, image, entry and/or voice in the event they are a winner (including any photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting the business of the Promoter.
18. If for any reason whatsoever a winner does not participate in any part of the Promotion which they are required to participate in then they will be deemed to have forfeited their rights under the Terms and Conditions and are not entitled to cash or any other prize in lieu.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. If this Promotion 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 the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to disqualify any Entrant or modify, suspend, terminate or cancel the Promotion, as appropriate.
21. Other than any liability that cannot be excluded by law (including the Australian Consumer Law), the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Promotion or any prizes; and any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
 - a) any technical difficulties or equipment malfunction (whether or not under the Promoter's 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 the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - d) any tax liability incurred by a winner or Entrant; and
 - e) participation in any aspect of the Promotion.

22. As a condition of participation in the Promotion, each Entrant may be required to sign legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to, a legal release and indemnity form.
23. By entering into this Promotion, each Entrant acknowledges and agrees that:
- a) they will at all times conduct themselves in a proper manner, having consideration for other Entrants, the Promoter and any other person;
 - b) if any entry is deemed inappropriate, fraudulent or otherwise unsuitable by the Promoter, the entry will be deemed to be invalid, without recourse to the Promoter or any other person; and
 - c) they indemnify the Promoter for any damage, loss, cost or expense caused to any third party, property, any person or otherwise (**Relevant Cost**) as a result of their actions or omissions during the conduct of the Promotion (including any loss or damage suffered as a result of the Entrant breaching clauses 20 and 22 to 24 (inclusive) of these Terms and Conditions) and must promptly pay any Relevant Costs to the Promoter (or any other relevant person) on demand.
24. The Promoter is not liable for any tax implications arising from the conduct of any Entrant in this Promotion. Independent financial advice should be sought.
25. To the extent permitted by law (including the Australian Consumer Law), each Entrant releases the Promoter and indemnifies the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
26. Each Entrant consents to the Promoter using (or permitting authorised third parties to use) the Entrants personal information in any media for an unlimited time and without remuneration for the purposes of entering the Entrant in the Promotion and promoting this Promotion. If an Entrant does not provide their personal information, the Entrant will not be able to enter the Promotion. Each Entrants personal information will be used and disclosed by the Promoter in accordance with these terms and the Promoter's Privacy Policy, available at [https://www.cabcharge.com.au/policies/cabcharge-privacy-policy-\(pdf\).pdf](https://www.cabcharge.com.au/policies/cabcharge-privacy-policy-(pdf).pdf). By submitting an entry into the Promotion each Entrant consents to the Promoter using their personal information as contemplated by these Terms and Conditions.
27. The Promoter collects personal information in order to conduct the Promotion and provide any goods or services requested and may, for those purposes, disclose such information to third parties and for any purpose to which the Entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes.
28. The Promoter may use and disclose the Entrant's personal information for direct marketing purposes, unless the Entrant opts out which they can do at any time in accordance with the Promoter's Privacy Policy (which is as set out or referred to in clause 25).
29. Entrants should direct any request to access, update or correct their personal information to the Promoter at the address above.