

1 Competition Terms and Conditions

“Australia’s Most Magical Disney Agent Competition”

ENTRY DETAILS

A.	Competition Period	Entry to the Competition is open from 06 May 2024 at 12:01am AEST and closes on 14 July 2024 at 11:59pm AEST.
B.	Eligibility	<p>To be eligible to enter the Competition:</p> <ul style="list-style-type: none"> i. you must be a permanent resident of Australia and be 18 years of age or older at the time of submitting an entry; ii. you must be employed by a registered travel agency operating in Australia that has a valid IATA or TIDS, CLIA or other valid travel agency registration number (“Eligible Agency”) and must be a leisure retail travel agent, travel broker or mobile travel agent; iii. you must show proof of employment by an Eligible Agency that is valid up to and including 14 August 2024; and iv. you must not be ineligible under clause 4 of the Standard Terms and Conditions.
C.	How to Enter	<p>During the Competition Period, eligible entrants must:</p> <ul style="list-style-type: none"> i. during the course of their employment at an Eligible Agency, sell at least one of the following to a customer, through the Eligible Agency’s global distribution system (“GDS”) or an Australian wholesaler: <ul style="list-style-type: none"> a. USA Disney Parks & Resort and/or Disney Cruise Line products (such as Disneyland Resort or Walt Disney World Resort theme park tickets, hotel accommodation Disneyland, Walt Disney World Resort or Aulani, A Disney Resort & Spa, or stateroom onboard a Disney Cruise Line) (“Disney Product”); and b. United Airlines flights from Australia to the United States of America, subject to the following: (A) one-way flights and infant tickets for children 2 years of age and under are excluded; and (b) flight tickets must be booked and issued on United Airlines ticket stock “016”, (each a “Qualifying Sale”); ii. create an online account at www.disneytravelagents.com.au (“Website”) by providing the entrant’s full name, contact phone number and business email address and the name and location of the relevant Eligible Agency; and iii. view the entry information at destinations.disney.com/, access the entrant’s account via the Website and use the online entry form to register/log the details of each Qualifying Sale. <p>Eligible entrants must retain and provide all booking details in relation to each Qualifying Sale for verification by Disney, including but not limited to:</p> <ul style="list-style-type: none"> a. the start and end dates of the Qualifying Sale booked; b. the name of the wholesaler the Disney Product was booked through; c. the wholesale/Disney reservation confirmation number relating to the Disney Product booking; d. the number of Disneyland and/or Walt Disney World Resort tickets and duration of tickets sold; e. the details of the customer that the entrant sold the Disney Product to (but only to the extent that the disclosure is compliant with relevant privacy laws and policies); and f. details of the United Airlines flight booking.

		<p>Eligible entrants must complete the online entry form, including submission of the following information:</p> <ol style="list-style-type: none"> A. full name of entrant; B. the contact phone number and business email address of the entrant; C. the name and location of the Eligible Agency; D. lead Guest first name and surname; E. start and end dates of the trip booked; F. the wholesale/Disney reservation confirmation number relating to the Disney Product booking; G. the name of the wholesaler used to make the booking H. the number of Disneyland and or Walt Disney World Resort tickets sold; and I. the information relating to the United Airlines flight booking: <ol style="list-style-type: none"> (i) Date of Booking (ii) Date of Departure (iii) City of Departure (iv) Record Locator/PNR (but only to the extent that such disclosure is compliant with relevant privacy laws and policies) (v) A reservation confirmation number (vi) Ticket Numbers (vii) Class of travel (United Polaris, Premium Economy, Economy)
<p>D. Points Accumulation</p>		<p>Points will be awarded to an eligible entrant for each Qualifying Sale during the Competition Period that is correctly logged/registered on the Website by the entrant based on the following:</p> <ul style="list-style-type: none"> • Five (5) points per adult or child Disney theme park entry ticket with a minimum of 3-day duration sold to the Disneyland Resort in California or Walt Disney World Resort in Florida booked through an Australian wholesaler. • Three (3) points per Disney Cruise Line stateroom booking departing from any port. • One (1) point per Disneyland, Walt Disney World Resort or Aulani, A Disney Resort & Spa on-site property booking. • One (1) point per adult or child return airfare sold in Economy Class, flying United Airlines to the USA ex Australia booked through an Australian wholesaler or via the GDS. • Two (2) points per adult or child return airfare sold in Premium Plus, flying United Airlines to the USA ex Australia booked through an Australian wholesaler or via the GDS. • Three (3) points per adult or child Return Airfare sold in Business Class, flying United Airlines to the USA ex Australia booked through an Australian wholesaler or via the GDS. • A maximum of nine (9) points will be awarded for any group reservation of ten (10) guests or more, flying United Airlines, irrespective of the number of booking numbers or airline reservation numbers provided. • One-Way flights and infant tickets for children 2 years of age and under will not receive any points.
<p>E. Entry Limits</p>		<p>During the Competition Period, eligible entrants can submit an entry in relation to each Qualifying Sale made during the Competition Period, however the details of any one booking can only be submitted once. In the event that an entrant submits</p>

		<p>any false information in relation to a booking, submits an entry in relation to a booking that they have already logged, or submits a booking that does not qualify, then Disney reserves the right to either invalidate the entry or disqualify the entrant.</p> <p>Any Qualifying Sales cancelled between 06 May 2024 and the Selection Date will be deemed invalid.</p>
<p>F. Prize Details</p>		<p>There are ten (10) prizes to be won (each a “Prize”). Each Prize will consist of a guided trip for the Winner to Walt Disney World Resort in Florida and Disneyland Resort in California, including:</p> <ol style="list-style-type: none"> i. return economy flights from Sydney, Melbourne or Brisbane, Australia to Orlando, USA via Los Angeles, USA for one (1) adult valued at a maximum amount of A\$2,500; ii. four (4) nights’ accommodation at a Walt Disney World Resort Hotel for one (1) adult (single share) including return transfers from Orlando International Airport to Walt Disney World Resort valued at a maximum amount of A\$3,333; iii. four (4) nights’ accommodation at the Westin Anaheim for one (1) adult (single share) including return transfers from Los Angeles Airport to Disneyland Resort valued at a maximum amount of A\$4,000; iv. one (1) x four (4) day Walt Disney World Park Hopper Theme Park Ticket for one (1) adult valued at a maximum amount of A\$851; v. one (1) x four (4) day Disneyland Resort Park Hopper Ticket for one (1) adult valued at a maximum amount of A\$715; and vi. some meals and beverages during the itinerary as determined by Disney, valued at a maximum amount of A\$830. <p><u>Each Prize is valued at a total of maximum AU\$12,229 (inclusive of GST).</u></p> <p>The Prize excludes:</p> <ul style="list-style-type: none"> • any domestic flights within the Winner’s country of residence or any other transportation from/to the Winner’s residence to/from the departure airport; • airport taxes; • baggage fees; • insurance (health, travel, medical); • parking fees; • room service, laundry service, or spa treatments; • food or beverages, except as expressly stated in the Prize; • merchandise, souvenirs; • local or long-distance telephone calls; • tips, gratuities, service charges; • passport or visa costs; • federal, state and local taxes, except as expressly stated in the Prize; and • all expenses and costs not expressly stated in the Prize.
<p>G. Winner Selection</p>		<p>Winners will be selected on 17 July 2024 at 11:00am AEST (the “Selection Date”).</p> <p>The judges will determine the ten (10) entrants who have accumulated the highest number of points in relation to Qualifying Sales in accordance with these Competition Terms and Conditions during the Competition Period from all valid entries. Where there is a tie for the eleventh place, Disney will conduct a further game of skill competition to determine the eligible winner from those entrants who have the same number of points. If any proposed Selection Date falls on a public holiday in Victoria, that selection will be conducted on the following</p>

		business day. If any person first selected as a Winner is found to be ineligible, they will be disqualified and another entrant will be selected as a replacement Winner. Each eligible entrant is only eligible to win up to one (1) Prize.
H.	Notification of Winners	<p>The Winners will be notified by phone or email within two (2) days of the Selection Date. All reasonable attempts will be made to contact the Winners. The names of the Winners will also be displayed on the Competition website and through travel trade media.</p> <p>It is a condition of accepting the Prize that the Winner must be able and willing to participate in the Prize, which will involve overseas travel, between Sunday 4 August 2024 and Wednesday 14 August 2024 (subject to any changes advised by Disney in its sole discretion) and attendance of each part of the guided tour. The inability to travel on these dates will result in the Winner forfeiting their Prize and the next eligible entrant being selected as a Winner in their place. This confirmation must be provided at the time of accepting the Prize in such form as may be determined by Disney.</p>
I.	Prize Claim Deadline	Due to the nature of the Prize, the Prize must be claimed by close of business on Friday 19 July 2024.
J.	Unclaimed Prize Draw	If for whatever reason any Prize is not claimed by the Prize Claim Deadline, or the entrant is deemed ineligible to enter the Competition and claim a Prize, an unclaimed prize draw for the relevant Prize will be carried out on Monday 22 July 2024 at 12:00pm AEST. If the Prize is not claimed as part of this unclaimed prize draw Disney, in its sole discretion, will forfeit that Prize and no substitute will be offered.
K.	Promoter	The Walt Disney Company (Australia) Pty Limited ACN 054 610 025 (“ Disney ”) of Building 10, Level 3, 658 Church Street, Richmond 3121, Australia

STANDARD TERMS AND CONDITIONS

1. These Competition Terms and Conditions consist of the Entry Details, the Standard Terms and Conditions and any other documents issued by Disney into which these Competition Terms and Conditions are incorporated by reference.
2. Unless the context otherwise requires, any capitalised terms contained in these Standard Terms and Conditions shall have the meaning contained in the Entry Details unless otherwise defined herein.
3. This Competition is a game of skill. Chance plays no part in determining the winner(s).
4. Entry is only open to eligible entrants as described in Item B (“**you**”, “**entrant**”). Neither you nor anyone in your immediate family may be an employee of: (a) United Airlines, Inc. or Disney or any of their respective affiliate, subsidiary or parent companies, or (b) may be otherwise affiliated with United Airlines, Inc., Disney or connected to the Competition in any way.
5. Entry into the Competition is free (except for any normal internet or mobile connection charges that may apply).
6. Your Entry must be complete, in English and legible. You are solely responsible for the submission of your Entry. Disney accepts no responsibility for lost, late or misdirected entries. Disney reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the entry process.
7. Disney may disqualify you if you or your Entry do not meet any one or more of the requirements set out in these Competition Terms and

Conditions, if your Entry includes any objectionable material or infringes the rights (including intellectual property rights) of any third party, or if you tamper in any way with the operation of the Competition.

8. If entry into the Competition is via Facebook, Instagram or Twitter (“**Social Media Platform**”):
 - a. Entry and continued participation in the Competition is dependent on the entrants following and acting in accordance with the terms and conditions of the Social Media Platform.
 - b. Disney is not responsible or liable for any loss, damage or injury suffered by any entrant as a result of conduct on the Social Media Platform, including any decision by the Social Media Platform to remove or not remove any content, except for liability which cannot be excluded by law.
 - c. This Competition adheres to the terms and conditions and promotion guidelines of the Social Media Platform.
 - d. This Competition is in no way sponsored, endorsed or administered by, or associated with the Social Media Platform.
 - e. Entrants understand that they are providing their information to Disney and not to the Social Media Platform.
 - f. Any questions, comments or complaints about this Competition must be directed to Disney and not to the Social Media Platform.
 - g. All entrants unconditionally and irrevocably release and discharge the Social Media Platform from any and all liability in relation to this Competition.
9. Judges will be selected by Disney and each Competition prize winner (each a “**Winner**”) will be selected from the valid Entries submitted to the Competition. If prize fulfillment may be facilitated by Disney’s nominated agent, the Winner may be required to liaise with such agent for delivery of the Prize.
10. The judges’ decisions are final and no correspondence will be entered into.
11. If an entrant does not claim their Prize by the Prize Claim Deadline detailed at Item I, or if any person first chosen as a Winner is found to be ineligible and is disqualified, another entrant may be selected as a replacement Winner as part of the Unclaimed Prize Draw at Item J.
12. If you are a Winner, you agree that:
 - a. You may not transfer the Prize to anyone or ask for any alternative Prize (including cash).
 - b. In the unlikely event that the Prize becomes unavailable, Disney may replace the Prize with another prize of equal value.
 - c. If you are not able to take the Prize as stated (including where it is specified that the Prize must be taken on a specific date or during a specific time frame), you will forfeit the Prize and no payment or compensation will be made in lieu.
 - d. Once the Prize has left the premises of Disney, responsibility for any damage, delay or loss to the Prize during transit will pass to you.
 - e. Disney may ask that you or your parent/legal guardian provide proof of your age, identity and residency, and to sign any required documentation including prize acceptance and release forms, as a condition of claiming the Prize.
 - f. You or your parent/legal guardian are responsible for all expenses and taxes in connection with your participation in the Competition and for all expenses and taxes not expressly included in the Prize.
 - g. If requested by Disney, you may be required and must agree to be photographed and/or filmed during the presentation and participation in the Prize. Any audio-visual content which incorporates the voice, image and/or likeness of the Winner (“**Content**”) shall be wholly owned by Disney. The Winner hereby irrevocably grants to Disney the right to record, reproduce, publish, adapt, communicate or otherwise use, whether directly or through a third party, worldwide, in perpetuity, in all media, the voice, performance, image and/or likeness of the Winner and its incorporation in the Content for the purpose of creating or producing any audio-visual content and for the marketing, promoting and advertising of the Competition, the Winner, and Disney, its affiliates and their respective products and services.

- h. You hereby grant to Disney the right to issue, and authorise others to issue, publicity in connection with the promotion of the Competition, and the right to use your name (including any professional name or sobriquet adopted by you), likeness and biographical data in connection with the promotion of the Competition.
 - i. Disney accepts no responsibility for any variation in the value or the make-up of the Prize or any event that occurs that is beyond Disney's reasonable control.
 - j. Whilst participating in the Prize, Winners must act appropriately and comply with all laws, at all times. Disney and its representatives reserve the right to terminate any Winner's participation in the Prize if it reasonably believes that the actions or behaviour of a Winner, or any other circumstances arise which may compromise in any way the safety of any person or the reputation of Disney.
13. If the Prize includes attendance at an event:
- a. You must at the very least be able and willing to attend the event on the date/s as specified by Disney.
 - b. You acknowledge that your participation in and attendance at any event may be subject to additional terms and conditions imposed by third parties. Disney does not accept and is not liable for additional conditions imposed at any event or for the breach of those conditions by any person.
14. If the Prize involves travel:
- a. The exact cost of any flights that may be included as part of a Prize will vary depending on the departure airport.
 - b. You must at the very least be able and willing to travel on or between the date/s as specified by Disney in the Entry Details.
 - c. Redemption of travel, accommodation and other experiential components or activities that are part of the Prize are subject to availability at the time of booking and any additional ticketing requirements is at the expense of the Winner.
 - d. Except as set out in the Entry Details and unless to the extent otherwise specified, you are responsible for all costs and expenses connected to your participation in the Prize, including without limitation meals and drinks (to the extent not included in the Prize), transfers (to the extent not included in the Prize), laundry charges, activities, incidentals, taxes, energy surcharges, excess baggage fees, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs.
- e. Except as set out in the Entry Details and unless to the extent otherwise specified, you are responsible for purchasing travel insurance. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
 - f. It is the responsibility and expense of each Winner to ensure that prior to traveling, their personal documentation (including but not limited to passports, visas etc.) is valid, they have undertaken any required health checks and/or immunisations and they have checked for travel warnings and any perceived hazards with appropriate authorities. Any expenses incurred as a result of not meeting such requirements are the sole responsibility of the Winner.
 - g. A credit card or cash deposit may be required to check-in at accommodation, for all incidental charges.
 - h. Winners warrant that they are in good health and that no doctor has provided advice to them not to travel and/or participate in the Prize.
15. If any Prize (or portion of a Prize) is provided by a third party, that Prize (or portion of) is subject to the terms and conditions of the third party prize supplier and the provision of the Prize (or portion of) is the sole responsibility of the third party and not Disney. To the extent of any inconsistency, the terms and conditions of the prize supplier will prevail over these Competition Terms and Conditions.
16. Disney will own and will not return your Entry at the end of the Competition. You may not disclose your Entry to anyone other than Disney and may only use your Entry to participate in the Competition. You may keep a copy of the Entry for archiving purposes.

17. You agree that all of the rights (including intellectual property rights) in your Entry, including any copyright works in your Entry, belong to Disney and you hereby assign any rights you may have to Disney. This includes all copyright (present or future), other intellectual property rights and rights of ownership. You grant a perpetual worldwide license (including a right to sub-license) to Disney of all rights in your Entry pending completion of this assignment.
18. You warrant and represent that any material submitted by You as part of your Entry will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that you have all rights to use the materials and have obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements.
19. You warrant to not engage in sales practices that are in any way related to the Competition which would result in a breach of any laws, regulations and industry codes including, without limitation, requirements to disclose fees, commissions or other incentives.
20. You agree to do all things necessary (which may include signing relevant documentation) to transfer these rights to Disney and you represent and warrant that you have all of the rights necessary to effect the transfer of rights to Disney.
21. You consent to Disney doing or omitting to do anything that infringes your moral rights in your Entry. Moral rights are your inherent rights in your Entry as the author and/or performer in the Entry and comprises the rights:
 - a. to be attributed as the author of the Entry;
 - b. not to have your authorship of the Entry falsely attributed; and
 - c. of integrity of authorship and/or performance.
22. If for any reason this Competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, unforeseen legal or commercial circumstances or any other causes beyond the control of Disney which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, Disney reserves the right, in its sole discretion, to cancel, terminate, modify, delay or suspend the Competition.
23. To the fullest extent permitted by law, neither Disney nor any of its affiliated companies, nor any of their respective directors, officers, agents, employees, contractors or representatives (altogether the “Entities”) are liable and accept no responsibility, and you release each of the Entities from liability, for any loss or damage that you may suffer in connection with your participation in the Competition, including without limitation if:
 - a. the Competition if cancelled, modified or suspended or delayed, including under paragraph 22;
 - b. Disney does not receive your Entry within the Competition Period for any reason; or
 - c. if you win a Prize and there is any delay or failure by the third party to deliver the Prize, or there is any delay or failure relating to the Prize itself (including any negative encounter experienced by you including but not limited to cancellation, changes or delays of flights or other transport arrangements, inclement weather or any illness experienced) or failure by any third party to meet any of its obligations in connection with a Prize.
24. The *Competition and Consumer Act 2010* (Cth) as well as other laws in Australia may imply certain conditions, warrants and undertakings, and give you other legal rights. If they apply, they cannot be modified or excluded by any contract. You may consider seeking legal advice as to whether they apply to you.
25. Nothing in these Terms and Conditions generally affect your rights under Australian consumer law (as contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and equivalent State and Territory fair trading legislation) regarding consumer guarantees to the extent that such consumer guarantees cannot be excluded by law. Other than these consumer guarantees, and subject to these Terms and Conditions, Disney makes no warranties about any prizes offered as part of the Competition, including warranties as to the quality,

- merchantability or fitness for purpose of such prizes.
26. You agree to indemnify the Entities against all liabilities suffered or sustained by any of the Entities arising from any claim that your Entry infringes the rights (including privacy and intellectual property rights) of any third party or in the event that the Entities suffer any liabilities due to your failure to comply with all laws, regulations and industry codes including, without limitation, requirements to disclose fees, commissions or other incentives.
 27. Disney will collect your personal information (such as your name and biographical data) as part of the Competition and may use this information for the purposes of administering the Competition and other purposes for which we obtain your express consent (including any “opt-in” to receive marketing communications from Disney and its Entities). Personal information may also be disclosed to third parties (including Disney’s nominated agent for prize fulfilment and prize suppliers) for the purposes of administering the promotion or providing the prizes, or to the State and Territory lottery departments as required under the relevant lottery legislation.
 28. Disney will comply with its privacy policy in the collection and use of your personal information. Disney’s privacy policy is available at <http://www.disney.com.au/policy.html>.
 29. Unless expressly stated in these Terms and Conditions, your participation in the Competition does not entitle you to use any of Disney’s intellectual property rights (including any Disney trade mark or copyright) for any purpose.
 30. These Competition Terms and Conditions are governed by the laws of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there, and waive any right to claim that those courts are an inconvenient forum.
 31. Any provision (or part thereof) of these Competition Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions (or parts thereof) of these Terms and Conditions nor affect the validity or enforceability of that provision (or part thereof) in any other jurisdiction.
 32. These Terms and Conditions contain the entire agreement between you and Disney with respect to the Competition. They set out the only conduct that you have relied on and supersede all earlier conduct and prior agreements and understandings between you and Disney in connection with the Competition.