

Qantas Learning Hub North America Incentive

GRAND PRIZE – TERMS AND CONDITIONS

Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR HAVE A CHANCE TO WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET CONNECTION IS REQUIRED TO ENTER. VOID WHERE PROHIBITED BY LAW. All federal, state, and local laws apply.

- 1) Information on how to enter forms part of these terms and conditions of entry into the Qantas Learning Hub Australian Incentive (**Promotion**). Entry into the Promotion is deemed acceptance of these terms and conditions. Headings in this document are included for ease of reference, and do not affect interpretation in any way.
- 2) The promoter is Qantas Airways Limited of 8000 World Way West, Los Angeles, CA 90045, USA (**Promoter**).

Duration

- 3) All references to time in this document are a reference to the local time in Los Angeles (PST / PDT) on the date stated. The Promotion commences at 12:01am PDT on Wednesday 3 April 2024 and closes at 11:59pm PDT on Monday 30 September 2024 (**Promotion Period**). The Promoter's database clock will be the official timekeeper for this Promotion.

Eligibility to enter

- 4) Entry in the Promotion is open only to legal residents of the fifty (50) United States, the District of Columbia, and Canada (except Quebec Province), (collectively, the "**Eligibility Area**"), who are agents with associated ARC / IATA / TIDS and have access to <https://learninghub.qantas.com> who as of the date of their entry into the Promotion are eighteen (18) years of age or older (**Eligible Entrants**). Directors, officers, contractors, agents, employees and their immediate family members (spouses, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren) and those living in the household of same (whether legally related or not) of the Promoter and its parent companies, successors, subsidiaries, affiliates, related entities, related bodies corporate, and advertising and promotion agencies (collectively, the "**Promotion Parties**") are not eligible to enter or win. Any prize won by an individual at least eighteen (18) years of age but considered to be a minor in his/her jurisdiction of residence (**Minor**) will be awarded in the name of said Minor's parent or legal guardian. This Promotion is void outside the Eligibility Area and where prohibited by law.

Entry into the Promotion

- 5) To enter, an Eligible Entrant must register and create a profile on the Qantas Learning Hub using a unique corporate or personal email address (cannot be generic shared email address, e.g., not admin@xxtravel.com), and complete a total of ten (10) modules on the Qantas Learning Hub at any time during the Promotion Period.
- 6) The time of entry will be deemed to be the time the entry is received by the Promoter.
- 7) The Promoter reserves the right, at any time, to verify the validity of entries and of Eligible Entrants (including identity, age and place of residence) and to disqualify any entrant who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. NOTE: THERE IS A LIMIT OF ONE (1) OFFICIAL ENTRY PER PERSON PER EMAIL ADDRESS FOR THE DURATION OF THE PROMOTION FOR THE MAJOR PRIZE.

Drawing of entries

- 8) The Major Prize will be drawn at random and will take place as per the dates in the table below. The prize winner will be announced on <https://www.qantas.com/agencyconnect/us/en/agency-news/agency-news-april-24/lh-incentive.html>

The draw will take place at 8000 World Way West, Los Angeles, CA 90045, USA. The draw will be conducted by the Promoter.

Entry Period	Draw Date & Time	Winner to claim prize by	Winner announced by
3 April 2024 to 30 September 2024	Wednesday 2 October 2024 10:00 PDT	Wednesday 9 October 2024 12:00 PDT	Thursday 17 October 2024

- 9) The results of the draws are final.

The prize

- 10) There will be 1 (one) Major Prize. The approximate retail value of this prize is \$4943.00 USD (approximately \$6700 CAD) based on the recommended retail value and the exchange rate on 2 April 2024. The Promoter accepts no responsibility for any variation in the value of the prize. The actual value of the Major Prize may vary depending on cities of departure and destination, dates and times of travel and airfare fluctuations at the time of travel bookings. The actual value of the prize awarded may be lower or higher at the time it is fulfilled. Any difference between actual value and stated estimated value of prize will not be awarded.

The Major Prize is 2 (two) x Qantas Economy tickets (including base fare and all applicable excise taxes and fees charged in conjunction with the issuance of a ticket, not including federal and state income taxes) from North America to Australia.

- Five nights, twin share accommodation at W Sydney Darling Harbour
 - Sydney Harbour sightseeing cruise
 - Sydney Opera House Tour
 - BridgeClimb – climb the Sydney Harbour Bridge experience!
 - World Heritage-listed Blue Mountains National Park eco-adventure tour
- Flights are subject to availability, which can be confirmed at the time of redemption.
- Flights are valid on Qantas operated services only between the U.S. or Canadian Qantas gateway airport or Qantas codeshare airport that is nearest the Grand Prize Winner's residence (as determined in Promoter's sole discretion) and Australia, valid for one entry and exit point to / from PER/MEL/SYD/BNE.
- Open Jaw (fly into one destination and out of another) allowed. Any domestic sectors required as a result will be at prize winner's own cost.
- The winning agent must remain employed by the agency under which they entered the draw, at the time of travel.
- Prize travel must be booked by 30 Nov 2024 and completed by 30 Nov 2025. There can be no changes to travel arrangements once tickets have been issued, except by Promoter at its sole discretion.

- 11) The Major Prize winner will need to make their own way and at own cost to their Point of Exit. Additional flights and accommodation will not form any part of the prize. All travel arrangements are to be administered by Promoter. All aspects of the trip, including, but not limited to, specific airline(s) and flights are at the sole discretion of the Promoter. No changes will be made to travel details once any element(s) of the travel arrangements have been booked except at Promoter's sole discretion. Promoter or its designee will not replace any lost or stolen tickets, travel vouchers or certificates or similar items once they are in the Major Prize winner's possession, or in the possession of the Major Prize winner's travel companion. Canadian winners will also be required to correctly answer without assistance of any kind, a timed mathematical skill-testing question administered by telephone or email.
- 12) The prize includes VAT and taxes included in the price of the ticket. Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation, flights, accommodation or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of the prize-winner and companion. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Prize travel is subject to Qantas' General [Conditions of Carriage](#) applicable to North American point of departure of Major Prize winner.
- 13) Prize travel is subject to availability at the time of booking and prize travel is subject to availability of prize travel fares at the time of booking. The Major Prize winner and the Major Prize winner's travel companion must travel together on all prize travel. The Major Prize winner and his or her travel companion will be required to travel on identical itineraries including the same departure city, departure date, destination and return date. Major Prize winner and his or her travel companion will be required to provide valid passports and/or other documentation as required by airline, airport and U.S., Canadian, and Australian government authorities. The Major Prize winner's travel companion, if considered to be a Minor, is required to be the legally recognized child or ward (with the Major Prize winner having legally authorized care, custody or control of same) of Major Prize winner. If Major Prize winner elects to travel or partake in trip with no travel companion, no additional compensation will be awarded. Air transportation must be taken together and cannot be taken separately. All airline tickets issued in conjunction with prize are not eligible for frequent flyer miles or any other Promotional benefit, and travellers will not accrue Qantas Points on any element of the prize.
- 14) The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. No prize substitution will be allowed. Prize is not exchangeable or redeemable for cash or other goods or services. The prize cannot be transferred to any other person, unless agreed to by the Promoter. It is a condition of accepting the prize that the winner accept the conditions of use of the prize. The prize is provided "as is" and without any warranty of any kind.
- 15) If the prize (or part of the prize) is unavailable, the Promoter, in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 16) Awarding of the prize is subject to the potential winner's acceptance of all requisite conditions within these Official Rules and potential winner's ability and agreement to grant the rights set forth in these Official Rules and all required documents detailed herein.

Notification of the winner

- 17) The winner will be notified by email as per the date(s) in clause 8. The winner's name will be published on <https://www.qantas.com/agencyconnect/us/en/agency-news/agency-news-april-24/lh-incentive.html>

A winner's failure to return all required forms – including the winner's failure to return all required forms prior to travel – or to comply with any other provision herein, may result in the potential winner being disqualified and (time permitting) an alternate potential winner may or may not be selected at Promoter's sole discretion. If any prize notification or prize is returned as undeliverable for any reason, Promoter may decide, in its sole discretion, to award such prize to an alternate Eligible Entrant or if time does not permit (in Promoter's opinion) to not award such prize.

Winners List

- 18) For an Official Winners List (available as per the date(s) in clause 10), or a copy of these Official Rules, send a self-addressed, stamped envelope to: "The Qantas Learning Hub Australian Incentive Promotion" (please specify Official Winners List or Official Rules), Qantas Airways Limited, 8000 World Way West, Level 2, Los Angeles, CA 90045. Residents of Vermont and Canada with a return address in Vermont or Canada may omit the return postage on their Official Rules or Winners List request. Official Rules are also available at <https://www.qantas.com/agencyconnect/us/en/learning-hub.html> during the Entry Period.

Odds of Winning

- 19) The odds of winning are determined by the total number of eligible entries received for the Promotion.

Entry details and privacy

- 20) Acceptance of the prize constitutes permission (except where prohibited) granted to Promotor (and to third parties involved in the Promotion and to any applicable statutory authorities) to use the winner's name, likeness, picture, voice, biographical information and statements for publicity, advertising, trade, marketing activities, and Promotional purposes in connection with the Promotion in any and all media and manner, and by any and all means now known or hereafter devised in perpetuity worldwide without additional consideration, compensation or limitation of any kind, and without the need to get any further consent. Any and all such recordings shall at all times be owned by, and the exclusive property of Promoter. Without limiting the foregoing, entrants' personal information provided in connection with this Promotion will be handled in accordance with the Promoter's Privacy Statement, visit www.qantas.com/privacy to obtain a copy.

Tax Implications

- 21) The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought. The prize winner is responsible for all taxes and fees associated with prize receipt and/or use including any visa documentation/fees. By accepting the prize, the prize winner acknowledges and agrees to compliance with these Official Rules. All federal, state and local tax liabilities are the responsibility of the winner.

A United States resident winner must provide Qantas with an IRS Form W-9 with the Major Prize winner's taxpayer identification number. Where the Major Prize winner is a resident of the United States, the Major Prize winner must provide Qantas with this information prior to travel. This information is needed for Qantas to complete IRS Form 1099 that reports the value of the prize to the U.S. Internal Revenue Service. Canadian residents must provide any comparable form that may be required for Canadian taxpayers.

Limitation of liability and variation of terms

- 21) RELEASES: The Promotion Parties, and any and all Internet server(s) and access provider(s), and each and all of their respective parent corporations, successors, subsidiaries, affiliates, related entities, licensees, assigns, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "**Releasees**") are not responsible for: any incorrect or inaccurate entry information; human errors; technical malfunctions; failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, hardware or software, including without limitation any injury or damage to participant's or any other person's computer relating to or resulting from participation in the Promotion; theft, tampering, destruction, or unauthorized access to, or alteration of, entries; data that is processed late or incorrectly or is incomplete or lost due to telephone, computer or electronic malfunction or traffic congestion on telephone lines or the Internet or any web site or for any other reason whatsoever; typographical, printing or other errors; any other Promotion related materials which are late, lost, incomplete, misdirected, stolen, mutilated, illegible, or any combination thereof. Except as otherwise provided by law, Eligible Entrants, by participating in the Promotion, agree that the Releasees shall have no liability whatsoever for, and shall be held harmless by Eligible Entrants against, any liability for any injuries, losses or damages of any kind, including, but not limited to, death

or injury to persons, or property loss or damage, relating or resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Promotion. Releasees will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this Promotion, the promotion of this Promotion or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy (**Damages**) whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties. Promoter's [Conditions of Carriage](#) and general booking conditions (and any exclusions contained therein) apply despite any statement to the contrary in these terms and conditions.

- 22) To the extent it is not permissible at law to limit or exclude liability in the to the extent contemplated in these Terms and Conditions, the liability of the Releasees is limited to the maximum extent allowable by law. Proof of attempting to submit an entry is not considered proof of delivery or receipt. Illegible or incomplete entries, entries in excess of the limits stated above and mechanically reproduced entries will be disqualified. All entries become the property of the Promoter and will not be acknowledged or returned. False, fraudulent or deceptive entries or acts shall render its Eligible Entrant(s) ineligible. By entering the Promotion, Eligible Entrants affirm that they have read and accepted these Official Rules.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, Eligible Entrant agrees that any and all disputes and causes of action arising out of or connected with this Promotion, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration under JAMS Expedited Arbitration. The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator. The arbitrator shall follow California law and the Federal Rules of Evidence in adjudicating the dispute. Eligible Entrant waives the right to seek indirect, punitive, incidental and consequential damages, special damages, lost profits, and any other damages, other than for actual out-of-pocket expenses not to exceed fifty dollars (\$50.00), and any and all rights to have damages multiplied or otherwise increased, and the arbitrator shall have no authority to award such damages. The determinations of the arbitrator shall be final and shall not be subject to judicial review; provided, however, that any award or determination rendered by the arbitrator may be entered in any court of competent jurisdiction. In no event shall any Eligible Entrant seek or be entitled to obtain rescission, injunctive or other equitable relief.

CHOICE OF LAW / LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Eligible Entrants and Releasees in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of California, USA.

BY ENTERING THE PROMOTION, ELIGIBLE ENTRANT AGREES THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET EXPENSES INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ELIGIBLE ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ELIGIBLE ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ELIGIBLE ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ELIGIBLE ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK RECISSION INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

FORCE MAJEURE: Releasees shall not be liable to Promotion Eligible Entrants, prize winner(s), or any other person for failure to supply a prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, or any other cause beyond Promoter's sole control. Releasees shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), or other transportation companies or any other persons providing any of these services to passengers including any results thereof such as changes in services necessitated by same. Releasees' legal responsibility for loss or damage to baggage shall be strictly governed by the Warsaw Convention and the other applicable [Conditions of Carriage](#) set forth on the passengers' tickets.

GENERAL: If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations. If for any reason this Promotion is not capable of running as planned, or if this Promotion or any web site associated therewith (or any portion(s) thereof) becomes corrupted or does not allow the proper playing of the Promotion and processing of entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Eligible Entrants, fraud, technical failures, or any other causes, in the Promoter's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, the Promoter reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Promotion or any portion thereof. In the event this Promotion is cancelled, the Promoter may (at Promoter's sole discretion) conduct a random drawing to award the stated prize from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at www.learninghub.qantas.com. The Releasees are not responsible for the actions of Eligible Entrants in connection with the Promotion, including Eligible Entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Persons found tampering with or abusing any aspect of this Promotion, or whom Promoter believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Promotion, as determined at the sole and absolute discretion of Promoter, may result in immediate disqualification of the Eligible Entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes, contest or promotion. **ANY ATTEMPT BY AN ELIGIBLE ENTRANT OR ANY OTHER INDIVIDUAL TO DAMAGE ANY WEBSITE, OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

If a dispute arises about who submitted an entry, the entry will be deemed submitted by the authorized account holder of the email address used. The authorized account holder of the email address is deemed the natural person who is assigned to an email address by an Internet access provider, service provider, or other online organization that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential prize winner may be requested to provide the Promoter with proof that he/she is the authorized account holder of the email address associated with the winning entry and that all eligibility requirements are met.

In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Promoter's satisfaction, the affected entry will be deemed ineligible. The Releasees are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Eligible Entrant's email account to receive email messages. Also, the Releasees are not responsible, and may disqualify an Eligible Entrant, if his or her email address or telephone number does not work or if either is changed without Eligible Entrant giving prior written notice to Promoter.

NOTE: Entry must be made by the Eligible Entrant only as detailed above. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial Promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. The use of any device or software to automate the entry process is prohibited. Entries or other Promotion materials that are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late, misdirected, postage due, deceptive, in greater quantity than the limit stated above or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Promoter's sole and absolute discretion.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Promoter's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on the entry website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Promoter's sole and absolute discretion.

NO INJUNCTIVE RELIEF: EACH ELIGIBLE ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE SHALL HAVE NO RIGHT TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, ADVERTISING, PROMOTION, DISTRIBUTION OR EXPLOITATION OF THE PROMOTION OR ANY OTHER PROJECT OF PROMOTER OR ANY OF ITS AFFILIATES.

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