

## EVA AIR MURAL COMPETITION 2024 – TERMS AND CONDITIONS

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### Terms and Conditions of Entry

These terms and conditions govern your participation in the competition organised by The Trustee for SRKO Family Trust (Black Raven Media) located at 76 Camelia Street, Cannon Hill QLD 4170, in conjunction with EVA Airways Corporation (EVA Air) located at Level 1 G32 International Terminal Hwy Brisbane Airport QLD 4008.

By entering the competition, you agree to be bound by these terms and conditions. If you do not agree to these terms and conditions or any stated rules or do not follow any instructions given, you are ineligible to receive any prize.

Eligibility information and the prize offered form part of these Conditions of Entry. An individual that renders themselves an Eligible Entrant is deemed to have accepted these Conditions of Entry.

Entry is open to residents of Australia aged 18 years or older who comply with the requirements set out in the “Eligibility for Promotion” terms stated in these Conditions of Entry (“Eligible Entrants”).

The Major Prize Provider is EVA Airways Corporation (EVA Air) located at Level 1 G32 International Terminal Hwy Brisbane Airport QLD 4008.

### Duration of Promotional Period

An EVA Air branded mural will be painted in Brisbane CBD (next to Starbucks Myer Centre, approximately Uptown, Level A/91 Queen St, Brisbane City QLD 4000) and live for at least 8 weeks from October 7<sup>th</sup>, 2024. It will include a QR code, where people can scan and enter their details for a chance to win 2 x Economy class return tickets to any EVA Air destination (Worldwide).

### Eligibility for Promotion/Selection of Finalists

- Eligible Entrants will be those who during the Promotion Period, scan the QR code and fill in the landing page with their information (and submit landing page). After doing so, participants will be entered into the competition.
- Any costs associated with accessing the Competition remain the responsibility of each Eligible Entrant.
- An Eligible Entrant who complies with these eligibility requirements will receive one (1) entry in the Promotion.

### Selection & Contacting of “Prize Winner”

- Only one (1) major prize will be awarded, and only one (1) prize winner will be selected.
- The person accepting the prize must be over 18 years old. If it is won by someone below 18 years old, a parent/guardian may accept the prize on their behalf.
- Black Raven Media, on behalf of EVA Air, will randomly generate a winner from everyone who entered the competition during the promotional period.
- The winner will be contacted via email by Black Raven Media. The Prize Winner will have 15 days to claim the prize. If the prize has not been claimed by the Prize Winner before 5:00pm AEST on the 15th day after it is announced, the prize will be forfeit and a new winner will be randomly selected. This process will repeat until the prize has been claimed.

### **Prize Winner**

- The Prize Winner must be able to provide a current, valid Passport or Driver's License / other Valid ID to verify their identity and accept the prize.
- Eligible Entrants who participate in the Promotion (including by accepting a Prize) consent to their name being announced on websites & social media accounts (EVA Air and Black Raven Media) once they have been confirmed as a Prize Winner and have formally accepted their prize.
- The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the result of the promotion.

### **Final Decision**

- The final decision regarding the administration and adjudication of the competition rests with Black Raven Media. Their decisions are final and binding.

### **General Terms**

- Participants can only enter in their own name.
- Participants who provide incorrect, misleading or fraudulent information are ineligible to win a prize and may be disqualified.
- Black Raven Media and EVA Air reserves the right to modify, suspend, or cancel the competition at any time without prior notice.
- Black Raven Media and EVA Air and their affiliates, partners, and sponsors shall not be liable for any damages, losses, or injuries arising out of or in connection with participation in the activation.
- By participating in the activation, participants grant Black Raven Media the right to use their name, likeness, and social media content for promotional purposes without additional compensation. This includes but is not limited to Black Raven Media and Eva Air re-sharing or re-posting social media content where participants have tagged them.
- The Promoter and its related bodies corporate will not be liable for personal injury suffered in connection with participation in this Promotion or with the use of the Prize offered, except to the extent caused directly by the Promoter's gross negligence.
- The above conditions do not affect, and are not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its related bodies corporate, servants or agents for breach of any such rights is limited to the payment of the cost of having the Prize supplied again.
- If this Promotion cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the Promotion or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities and without providing compensation to Eligible Entrants.
- These Conditions of Entry shall supersede all other prior terms and conditions, understandings, arrangements or agreements, whether verbal or written, in relation to the Promotion.

### **Use of Data**

- By participating in the competition and entering details on the landing page, participants opt in to their data being used for marketing purposes. Entrants grant Black Raven Media the right to gather information provided directly through the landing page and share it Eva Air and/or Brisbane Airport Data will also be used across third-party service providers who assist us in operating our business and remarketing. Data collected will be used primarily for remarketing on social media and email marketing, but use is not limited to this.

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- Personal information of Entrants may be provided to third parties involved with this Promotion including event facilitators, prize suppliers, and regulatory authorities (in accordance with the applicable privacy/notice set out in clause.
- These terms shall be governed by and constructed in accordance with the laws of Australia.

### Other Information

- Black Raven Media's privacy policy may be found here:  
<https://blackravenmedia.com/privacy-policy/>

### Prize Details

- The Prize Winner will receive two (2) economy class return tickets with Eva Air, from Brisbane to any one of their overseas destinations on Eva Air's extensive world-wide network. Travel will commence in Brisbane returning to Brisbane and may include a stopover in Taipei in either direction. All travel must be completed by 6 months after date of ticket issuance.
  - Prize includes complimentary air fares, but winners will be required to pay airport taxes upon booking.
  - Stopover permitted in one direction only.
- The Prize Winners (by accepting a Prize) agrees that they will abide by the applicable terms and conditions for the use of the Prize as notified by the Promoter.
- Eligible Entrants may only receive one (1) prize across the Promotion Period.
- The Prize Winners will be responsible for any tax liability (where applicable) that may arise from being awarded the Prize.
- The Prize Winners must take the prize as offered. The prize is non-transferable, non-refundable, cannot be sold or exchanged for cash (except as permitted through normal use of the prize) and cannot be used in conjunction with any other offer.
- The Prize Winner, by accepting the Prize, consents to the use of their name, suburb of residence and image for promotional and marketing purposes associated with the Promotion and otherwise in accordance with the relevant privacy policy/notice terms set out in this document.
- The Prize is subject to Eva Air's Terms and Conditions of Carriage.
- Each Prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated.
- There can be no changes (name of traveller, travel date, etc) made to travel arrangements once bookings are made.
- The Promotor/Eva Air accepts no responsibility for any damage, loss (including but not limited to direct, indirect and consequential loss), liability, injury or disappointment incurred or suffered by the winner in connection with this promotion or the use of any Prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- The Promotor/Eva Air retains the right to substitute the prize with another of similar value in the event the original prize offered is not available due to circumstances beyond its reasonable control.
- All flight bookings must be made directly to Eva Air via the contact person provided.
- Bookings cannot be made via a third party. By making a booking, the winner is deemed to have agreed to the terms and conditions of this Prize as well as Eva Air's terms and conditions of carriage available at [www.evaair.com](http://www.evaair.com).
- The Promotor/Eva Air reserves the right to amend the Terms and Conditions listed at any time without prior notice.

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- The Prize does not include anything not listed above. All additional costs and expenses not expressly stated, but which may be incurred by the winner of and incidental to their acceptance and use of the Prize, are the responsibility of the winner. Such additional costs and expenses may include but not be limited to, accommodation, meals, beverages, room service, telephone calls, laundry services, spending money, transport to and from airport departure point, other transfers and general transportation, travel taxes including arrival and departure taxes (if applicable), insurance, travel insurance, passports and visas (if applicable), or any other costs of a personal nature.
- Compliance with any health or other government requirements is the responsibility of the winner.