

Viking Cruises Promotion 2023 - Competition Terms & Conditions

Entry Instructions

Information on how to enter and the prizes form part of these conditions. By participating, entrants agree to be bound by these conditions. Entries must comply with these conditions to be valid.

DETAILS	
1. Competition	David Jones Rewards – Viking Cruises Promotion 2023
2. Competition Forum	All Australian David Jones stores and at www.davidjones.com Promotion is not available at David Jones Newmarket store.
3. Competition Period	<ul style="list-style-type: none">The competition commences on Wednesday, 20 November 2023 at 00.01 am (AEST) and concludes on Sunday, 24 December 2023 at 11:59 pm (AEST).No entries will be accepted after this time.
4. Eligible Entrants	<ul style="list-style-type: none">Australian residents aged 18 years and over.Entrants under 18 years of age must have prior consent of their parent or guardian, or their entry will be invalid.If a winner is under 18 years of age, their prize may be awarded to their parent/guardian on the winner's behalf.To be eligible to win a Prize, Entrants must be a Member of the David Jones Rewards program on the date on which the winners are drawn. Sign up for David Jones Rewards at the point of sale instore or online at https://www.davidjones.com/rewards <p>("Entrant")</p>
5. Ineligible Entrants	<ul style="list-style-type: none">Directors, management, officers, employees and contractors of the Promoter and associated agencies, retailers, suppliers and companies, and their immediate families.American Express employees.For the purposes of this clause, "immediate families" includes his or her spouse, ex-spouse, de facto spouse, child, stepchild, adopted child, parent, step-parent, grandparent, uncle, aunt, siblings, step-siblings, or first cousin, whether or not they live in the same household as the director, manager, officer, employee or contractor.
6. How to Enter	<ul style="list-style-type: none">To enter, each entrant must (each an Eligible Transaction):<ol style="list-style-type: none">Scan their David Jones Rewards Membership Barcode during any David Jones in-store purchase during the Competition Period, orFor online purchases, ensure they log in to their David Jones online account at https://www.davidjones.com during the Competition Period orCustomers can sign up for the David Jones Rewards Program in-store or online during the competition period for an automatic entry.Any costs associated with entering this Competition are the responsibility of each Entrant.
7. Limits of Entry	<ul style="list-style-type: none">Eligible Entrants will receive one (1) entry per Eligible Transaction. An Eligible Transaction as defined in point 6.There is no limit to the number of Eligible Transactions an Eligible Entrant can make during the Competition Period.The Promoter accepts no responsibility for any late transactions due to technical disruptions, network congestion or for any other reason.

8. Judging Criteria	<ul style="list-style-type: none"> • This Competition is a game of chance and skill plays no part in determining the Winner. • The Promoter’s decision in relation to any or all aspects of this Competition is at its complete discretion, final and binding on all persons who enter this Competition, and no correspondence will be entered into.
9. Prize Draws	<ul style="list-style-type: none"> • There will be one (1) Prize Draw that will take place at 11:00 am AEST on Wednesday, 17 January 2024, at Engage Interactive Pty Ltd, 24 Washpool Crescent Woongarah NSW 2259. • If the draw is scheduled on a public holiday, the draw will be conducted on the following business day.
10. Prize Details	<ul style="list-style-type: none"> • There is one (1) prize (the Prize) to be won by one entrant (the Winner), and the Prize is a Viking “Italy, the Adriatic & Greece” cruise for two people, leaving Rome (Civitavecchia) on 20 January 2025 for 15 days and 14 nights. The Prize is valued at \$12,395 AUD per person. The maximum retail value of the Prize is \$24,790 AUD, based on two (2) people travelling together and sharing a cabin. For the avoidance of doubt, the Prize commences in Rome, Italy and the winner and travelling companion are responsible for the cost of airfares and travel to the point of departure of the Prize. • The Prize includes the following: <ul style="list-style-type: none"> ○ 15-day cruise in Deluxe Veranda (category DV5) Stateroom. ○ 11 Guided Tours. ○ Travel to 4 countries. ○ All onboard meals. ○ Beer & wine with lunch and dinner. ○ Visits to UNESCO World Heritage Sites. ○ Culture Curriculum. ○ All port charges. ○ Free Wi-Fi. ○ All onboard gratuities. • Total prize pool is valued up to \$24,790 AUD (GST inclusive). • The following prize terms apply: <ul style="list-style-type: none"> ○ The Prize is not transferable or exchangeable and cannot be redeemed as cash. The Prize must be taken as offered and cannot be varied. If for any reason the winner is unable to accept the Prize as stated, the winner will forfeit the prize and no compensation will be given in lieu. ○ The winner and their travelling companion must be a minimum of 18 years of age. Prize Terms & Conditions apply. The Prize is subject to availability. Any changes or costs incurred once the Prize has been issued, will be the sole responsibility of the winner. ○ All elements of the Prize must be taken together. Travel restrictions may apply. The winner and their travel companion must travel together. Any airfares, travel, meals or tips which are not included in the Cruise, transfer fees, Passports, Visas, telephone charges, laundry, additional nights or upgrades, any other personal expenses, travel insurance, return flights and airport transfers are the responsibility of the winner and their travel companion. If for any reason the winner is unable to accept the Prize as stated, and within the date indicated, the winner will forfeit that Prize and no compensation will be given in lieu. ○ Travel or entry documentation (Visas) and arrival fees are the responsibility of the Winner and their travel companion. It is the Winner’s responsibility to check with all government travel advisory and immigration authorities regarding travel requirements and eligibility. Any fines, penalties, payments, and expenditure incurred because of not meeting such

	<p>requirements will be the sole responsibility of the Winner and their travel companion.</p> <ul style="list-style-type: none"> ○ Any mandatory conditions related to taking the prize including COVID-19 vaccinations for any travel outside of Australia, are the responsibility of the Winner and their travel companion. If the Winner or their travel companion have not complied at the time of travel, boarding may be denied, and the prize duly forfeited. This includes any third-party vaccination requirements from any travel operator required to take the prize. If travel and quarantine restrictions imposed by the Australian or International Governments impact the Winner’s ability to take the prize as stated, Viking will make every effort to defer the departure date to a date of their choosing. ○ If applicable, a valid passport is required for all international journeys with at least 6 months validity from the date of return. ○ If applicable, names as per passport and dates of birth for all travellers are required at the time of reservation.
11. Notification of Winners	<ul style="list-style-type: none"> ● The Winner will be notified within seven (7) business days of the draw. The winner will be notified of their prize in writing via email. The winner may also be contacted via phone if they have provided a phone number. ● The Winner will also have their details published on the David Jones Rewards website at www.davidjones.com/terms-and-conditions from Thursday, 1 February 2024. ● It is the Entrant's responsibility to ensure their email address is up to date in their David Jones online profile at www.davidjones.com ● When contacted, the Winner will be required to supply their David Jones Rewards Membership Barcode number to confirm that they are a David Jones Rewards member and, therefore that their entry was valid. ● The Promoter will take no responsibility if a Winner's details are incorrect or incomplete and the Winner cannot be contacted.
12. Second Chance Draw	<ul style="list-style-type: none"> ● If a Winner cannot be contacted within 3 months or if the Prize cannot be redeemed by a Winner by 4:00 pm AEST on Wednesday, 17 April 2024, that Winner will be deemed to have forfeited the Prize and the Promoter reserves the right to appoint a new winner by conducting a second chance draw. ● Subject to any direction given under relevant State legislation, a second chance draw will take place at 11:00 AEST on Thursday, 6 June 2024 at Engage Interactive Pty Ltd, 24 Washpool Crescent Woongarah NSW 2259. ● The winner will be notified within seven (7) business days of the second chance draw. The winner will be notified of their prize in writing via email. The Winner will also have their details published on the David Jones Rewards website at www.davidjones.com/terms-and-conditions from Wednesday, 19 June 2024 ● In the event that the Winner of a second chance draw cannot be contacted within 3 months or if the Prize cannot be redeemed by a Winner of a second chance draw, that Winner will be deemed to have forfeited the Prize.
13. Permit Numbers	NSW: TP/03077; ACT: TP 23/02239; SA: T23/1729
14. Promoter	<p>David Jones Pty Limited ABN 75 000 074 573 of Building 2, 572 Swan Street, Burnley VIC 3121.</p> <p>The promoter can be contacted at:</p> <p>Email: davidjonesrewards@davidjones.com.au</p> <p>Phone: 133 357</p>
ADDITIONAL TERMS	

<p>15. Prize Limitations</p>	<ul style="list-style-type: none"> • The Prize is not transferable and is not redeemable for cash. The Prize must be taken as stated and no compensation will be paid if a Winner is unable to use the Prize.
<p>16. Intellectual Property</p>	<ul style="list-style-type: none"> • Upon Entry, all Entries and content contained in those entries become the property of the Promoter. Each Entrant assigns all proprietary rights (including any intellectual property rights) they have in their Entry to the Promoter. • The Promoter has the right to modify, adapt or alter the design and use the Entry (whether in original or modified form, in whole or in part) across any communication or marketing platform owned or used by the Promoter. The Promoter is entitled to use any of the submitted Entries for any purpose, including (but not limited to) any future promotion, marketing or publicity purposes. • By entering this Competition each Entrant warrants to the Promoter that their submitted Entry is an original work of the Entrant, has not been previously published or won any award and does not contain any material which would infringe the rights of any third party, including any copyright, trademark or other third party intellectual property rights. • The Entrant agrees to indemnify the Promoter and keep the Promoter indemnified against all claims and costs incurred by third parties arising from a breach of the warranties set out in this clause. • The Promoter reserves the right to verify, or to require the Entrant to verify, that the Entry is the Entrant's original work. If an Entry cannot be verified to the Promoter's satisfaction, the Entry will be disqualified.
<p>17. Privacy</p>	<ul style="list-style-type: none"> • The Promoter will collect Entrants' personal information in order to conduct the Competition and to conduct advertisements, publications, media statements and other promotional material associated with the Competition. If the information requested is not provided, the Entrant may not participate in the Competition. The collection, use and disclosure of personal information provided in connection with this Competition is governed by the Promoter's privacy policy, available at davidjones.com/privacy-and-security • Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice in the event that they are a Winner (including photograph, film, file and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any goods or services provided by the Promoter. • The Winner consents to the Promoter providing the Winner's personal information to the prize suppliers for the purposes of providing the prize. By entering the Competition, the Entrant consents to receipt of information (including via post, phone, email and SMS) regarding the Competition and other emails or communications which inform the Entrant of the Promoter's other publications, products, services and events and to promote third party goods and services the Entrant may be interested in. The Promoter may continue to provide the Entrant with this information for an indefinite period unless and until advised otherwise by the Entrant.
<p>18. Australian Consumer Law</p>	<ul style="list-style-type: none"> • The Promoter and the prize suppliers shall not be liable for any loss, damage or injury suffered or sustained as a result of accepting and/or using a Prize in relation to the Competition, except for any liability which cannot be excluded by law. • Any prize supplied by a third-party supplier is subject to the terms and conditions of that third party supplier. The Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of any third party supplier or otherwise as a result of the winner accepting and/or using the prize, except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify

	<p>any statutory consumer rights under any applicable law including the <i>Competition and Consumer Act 2010</i> (Cth).</p> <ul style="list-style-type: none"> • If in the conduct of this Promotion, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the <i>Competition and Consumer Act 2010</i> (Cth) or is implied by any other commonwealth, state or territory law that cannot be excluded, the Promoter’s liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or prize won. • Without limiting the previous paragraph, the Promoter and the prize suppliers will not be liable for any damage, loss or delay in transit of the Prize.
19. Additional	<ul style="list-style-type: none"> • This Competition, or any aspect of it, may be changed or withdrawn by the Promoter at any time without prior notification. • Any amendment, cancellation or withdrawal of the Competition will not occur without the prior written approval of the Gaming and Wagering Commission. • The Promoter’s decision is final and the Promoter will not enter into correspondence regarding the Competition result. • Any attempt to deliberately damage the Promoter's website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. • If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs. • Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction. • These terms and conditions are governed by, and are to be construed in accordance with, the laws enforceable by each state of Australia. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in each state of Australia and any court hearing appeals from those courts.

David Jones Rewards – Viking Cruises Promotion 2023

Abridged Terms & Conditions

Advertising Requirements:	
Television / Radio	Open to all residents of Australia, who meet the eligibility criteria. Competition closes 24/12/2023 at 23:59 (AEST). Winners drawn at 11:00 (AEST) on 17/01/2024. Authorised under permit numbers: TBC . Terms and conditions available at www.davidjones.com/terms-and-conditions .
Print / Website Banners / Social Media	Open to all residents of Australia, who meet the eligibility criteria. Competition opens 20/11/2023 and closes 24/12/2023 at 23:59 (AEST). Total Prize pool value is up to \$24,790 AUD. Winners drawn at 11:00 (AEST) on 17/01/2024 at 24 Washpool Crescent Woongarra NSW 2259. Winners notified by email within 7 business days of the draw. Authorised under permit numbers: TBC . Full Terms and conditions . The Promoter is David Jones Pty Limited (ABN 75 000 074 573).
Website entry page & Email only (Entry page & Email only with link to full terms and conditions – otherwise refer to print requirements)	Open to all residents of Australia, who meet the eligibility criteria. Competition closes 24/12/2023 at 23:59 (AEST). Permit numbers: TBC . Full Terms and conditions .