

FIND THE EMOJI CRUISE GIVEAWAY TERMS AND CONDITIONS

- 1. The Promoter is Carnival plc trading as Carnival Cruise Line (ABN 23 107 998 443) of Level 5, 465 Victoria Avenue, Chatswood, NSW Australia 2067, phone (02) 8326 4000 ('Promoter').
- 2. Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions.

Entry

- 3. The Promotion commences at 11am on 28 March 2025 and ends at 7pm on 28 March 2025 ('Promotional Period'). Entries must be received within the Promotional Period.
- 4. Entry is only open to Australian residents aged 18 years or over.
- 5. Employees of the Promoter and their immediate family and agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- 6. Incomplete or indecipherable entries will be deemed invalid.
- 7. 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 to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 8. Any costs associated with entering the Promotion, including data costs, are the entrant's responsibility.

How to Enter

- 9. To enter, during the Promotional Period individuals must:
 - a. Locate one of the four people dressed as a Carnival emoji who will be located at the Overseas Passenger Terminal, Sydney; and
 - b. Take a photo of or with one of the Carnival emojis, then post this on their public social media account (either Facebook, Instagram or TikTok) and tag the Carnival Cruise Line Australia account (Facebook: https://www.facebook.com/carnivalcruiselineau Instagram: https://www.tiktok.com/@carnivaloz)
- 10. Only one (1) entry per person will be permitted.
- 11. All eligible entries will be entered into the draw (the 'Entry').

Prize

- 12. The total prize pool value is up to AU\$3,500 (incl. GST).
- 13. There is one (1) prize to be awarded.
- 14. Each winner will win one (1) Carnival Cruise Line 4 nights Cruise to Tangalooma, Moreton island for the winner and up to three accompanying guests (total 4 people) in a quad or twin share interior cabin onboard Carnival Adventure departing Sydney with a departure date between 1 June 2025 and 1 June 2026, subject to availability (the '**Prize**').
- 15. The Prize includes:
 - a. dinner a Luke's restaurant for up to 4 guests (drinks not included);
 - b. priority boarding for all guests;
 - c. select onboard main meals and snacks (with the exception of those restaurants and meals which have an additional cover charge);
 - d. select onboard activities, evening entertainment and comedy shows (with the exception of those activities and facilities which have an additional cover charge) as well as kids clubs; and
 - e. taxes, fees and port expenses.
- 16. Itineraries and are not guaranteed and onboard offerings are subject to change.
- 17. Redemption of the Prize is subject to any terms and conditions of the issuer.
- 18. The winner must book the Prize by 1 June 2025 otherwise the winner will forfeit the Prize.

The Draw

19. This is a game of chance. Skill plays no part in determining the winner.

- 20. The draw will take place at 1pm on 5 April 2025 at the Promoter's address. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. A draw for the prize, if unclaimed, may take place at 1pm on 25 April 2025 at the Promoter's address, subject to any directions from a regulatory authority.
- 21. The winner will be notified in writing via the social media account they used to enter the competition within two (2) business days of the draw and their name will be announced online at https://www.carnival.com.au/legal/competition-terms-conditions
- 22. Subject to the unclaimed prize draw clause, if for any reason the winner does not take/ redeem the Prize (or an element of a Prize) at or by the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited.
- 23. In accepting the Prize, the winner acknowledges that they may incur ongoing costs associated with the Prize that are the responsibility of the winner.

General

- 24. The Promoter's decision is final and no correspondence will be entered into.
- 25. The Prize is subject to availability. If the Prize (or part of the Prize) is unavailable, the Promoter, at its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize to substantially equal value and/or specification, subject to any written directions from a regulatory authority.
- 26. With the exception of any expenses specifically included in the Prize, all:
 - a. costs associated with transport to/from the departure port will be the responsibility of the winner and accompanying guests and will not be borne by the Promoter; and
 - b. pre and/or post accommodation, shore excursions or other onboard activities, spending money, additional meals, taxes, insurance, passports, visas, vaccinations, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
- 27. The winner and their accompanying guests are responsible for ensuring they have the necessary and valid travel documentation including, passports, any requisite visas and vaccinations. The winner and their accompanying guests will be responsible for any expenses incurred in obtaining necessary travel documentation, including any fines or penalties incurred as a result of not having the requisite travel documentation.
- 28. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. If the winner is, for whatever reason, unable to travel within the nominated period, or does not take an element of the Prize within the time stipulated then that element of the Prize will be forfeited by the winner.
- 29. In accepting the Prize, the winner agrees to participate in and co-operate with all reasonable media editorial requests by the Promoter, including but not limited to, being interviewed and photographed, and the winner grants the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for use.
- 30. With the exception of the intellectual property rights set out in these terms and conditions, the winner agrees they will not sell or otherwise provide their story and/or photographs to any media or other organisation.
- 31. Standard terms and conditions of travelling with the Promoter will apply, including any applicable age restrictions and vaccination requirements. See Carnival Cruise Line's Passage Contract at 16f1a3d2e9a84e518560b28010a3ae08.ashx which passengers will be bound by.
- 32. The winner must provide valid identification to the Promoter. The winner must be over the age of 18 years (subject to applicable age restrictions). Alcohol consumption and gambling onboard are restricted to passengers aged 18 years of age or older. A credit card imprint or cash deposit will be required from the winner and/or accompanying guests at check-in in order to board the cruise ship, for all incidental charges.
- 33. The Promoter accepts no responsibility for any tax implications that may arise from the incentive. Independent financial advice should be sought.
- 34. This promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform including Facebook. Entrants provide information to the Promotor and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.
- 35. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: 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 variation in prize value to that stated in these Terms and Conditions; e) if the cruise is delayed, postponed or

- cancelled for any reason beyond the reasonable control of the Promoter; f) any tax liability incurred by a winner or Entrant; or g) use of and/or taking of the prize.
- 36. The Promoter collects personal information in order to conduct the competition and administer the Prize and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and suppliers in the United States and, as required, to regulatory authorities in Australia, New Zealand and the ports of call on the cruise itinerary. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the winner in accordance with its Privacy Policy available here: Privacy Policy Learn Legal Information About Carnival Online. Entrants should direct any request to opt out, access, update or correct information to the Promoter.
- 37. The laws of NSW apply to this promotion to the exclusion of any other law. The winner submits to the exclusive jurisdiction of the courts of NSW.