

Carnival Cup Giveaway TERMS AND CONDITIONS

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

Entry

4. The Promotion commences at 11:00 AM AEST 03 October 2025 and ends at 11:00 AM AEST 10 October 2025 (**'Promotional Period'**). Entries must be received within the Promotional Period.
5. Entry is only open to Australian residents aged 18 year or over.
6. Employees (and their immediate families) of the following entities are ineligible to enter this Promotion:
 - a. the Promoter;
 - b. the Prize Supplier;
 - c. any Co-Operative Partner directly involved in the administration or execution of this Promotion;
 - d. agencies and contractors associated with this Promotion, including advertising, marketing, legal, and fulfilment partners; and
 - e. any entity or individual otherwise prohibited from entry under applicable State or Territory laws.

For the purposes of this clause, *"immediate family"* includes: spouse, ex-spouse, de facto spouse, child or step-child (whether natural or adopted), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

7. Incomplete or indecipherable entries will be deemed invalid.
8. 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.
9. Any costs associated with entering the Promotion, including data costs, are the entrant's responsibility.

How to Enter

10. To enter, during the Promotional Period individuals must:
 - a. Like the Carnival Cruise Line Australia's Facebook or Instagram post captioned:
*What does fun on a Carnival cruise mean to you?
Whether it's sliding down waterslides or dancing under the 80's Rock N Glow Party, we want to hear your version of fun.
Tell us in 25 words or less for your chance to win one of two prizes: a Dolphin or a Funnel collectable cup! 🐬 🍷 T&C's apply.*
 - b. and in the comment, answer **"What does fun on a Carnival cruise mean to you?"** in 25 words or less
 - c. and follow Carnival Cruise Line Australia on Facebook or Instagram (whichever platform the comment was made)
11. Only one (1) entry per person will be permitted.

12. All eligible entries will be entered into the draw (the '**Entry**').
13. By entering, the Entrant warrants that the Entry:
 - a. is original and not copied, and was created by the Entrant;
 - b. does not breach the intellectual property rights of any person;
 - c. does not include (or link to) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, discriminatory, indecent or otherwise objectionable or inappropriate. Without limitation, Entrants must not include (or include a link to) any content that involves malice, swearing or which may be defamatory or in contempt of court;
 - d. does not include (or link to) any literary, dramatic, musical or artistic work, any audio-visual or sound recording, or any other item in which copyright subsists (Copyright Content), unless the Entrant is entitled to do so. If an Entrant has any doubts about whether they have the right to include (or link to) any Copyright Content in their Entry, they must not include it. By including any Copyright Content in their Entry, the Entrant warrants that they are entitled to do so; and
 - e. contains no viruses or other computer code or material embedded in it which may have a negative impact on the Promoter's website, this promotion or any network or third party computer systems.
14. All entries become the property of the Promoter and will not be returned to the Entrant.

Prize

15. The total prize pool value is up to AU\$50 (incl. GST).
16. There are 2 prizes to be awarded (one (1) for Facebook and one (1) for Instagram). Each winner will win one (1) collectable Carnival cup (cup design either dolphin or funnel is at Carnival's discretion)

Judging

17. This promotion is a game of skill; chance plays no part in determining the winners.
18. Each valid Entry received during the Promotional Period will be submitted for judging by a panel of judges appointed by the Promoter.
19. Judging will take place on 10 October 2025 at 465 Victoria Avenue, Chatswood NSW 2067.
20. The two (2) most original and creative Entries win a prize.
21. The winners will be notified in writing via reply to their comment on the Carnival Cruise Line Australia Facebook (<https://www.facebook.com/carnivalcruiselineau>) and Instagram (<https://www.instagram.com/carnivalcruiselineau/>) page post by 10 October 2025 at 12:30 PM AEST.
22. The Promoter may in its absolute discretion deem Entries invalid subsequently to a winner being notified or a winner's name being announced if it is discovered that the winner did not enter the Promotion in accordance with these terms and conditions. In such circumstances, an additional judging may be conducted at the Promoter's discretion.

General

23. The Promoter's decision is final and no correspondence will be entered into.
24. 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 of substantially equal value and/or specification, subject to any written directions from a regulatory authority.
25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. If the winner does not take an element of the Prize within the time stipulated then that element of the Prize will be forfeited by the winner.
26. In accepting the Prize, the winner agrees to participate in and co-operate with all reasonable media editorial requests by the Promoter and Prize Supplier, including but not limited to, being interviewed and photographed, and the winner grants the Promoter and Prize Supplier 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.

27. 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.
28. The Promoter accepts no responsibility for any tax implications that may arise from the incentive. Independent financial advice should be sought.
29. 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 Promoter and not to any social media platform. Entrants completely release any relevant social media platforms from any and all liability.
30. 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; f) any tax liability incurred by a winner or Entrant; or g) use of and/or taking of the prize.
31. 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 the co-operative partners, agents, contractors, service providers and suppliers in the United States and, as required, to regulatory authorities in Australia and New Zealand. 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: <https://www.cunard.com/en-au/advice-and-policies/privacy-policy>. Entrants should direct any request to opt out, access, update or correct information to the Promoter.
32. 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.