# CARNIVAL CRUISE LINE & CIRQUE DU SOLEIL GREAT BARRIER REEF CRUISE GIVEAWAY TERMS AND CONDITIONS

- 1. The Promoter and Prize Supplier 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 09:00 AM AEST Tuesday 16 September 2025 and ends at 11:59 PM AEST Sunday 12 October 2025 ('**Promotional Period**'). Entries must be received within the Promotional Period
- 4. Entry is only open to Australian residents, excluding ACT residents, aged 18 year or over.
- 5. 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.

- 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. Sign up to the Carnival Cruise Line database via the official Competition Entry Landing Page https://www.carnival.com.au/competition/cirquedusoleil-cruise-giveaway, and then complete and submit the entry form.
  - b. be willing and able to travel on the cruise Prize dates specified.
- 10. Only one (1) entry per person will be permitted.
- 11. Entrants must be available to travel on the specified cruise date. If a winner is unable to travel on those dates for any reason, their entry will be deemed invalid and the prize may be awarded to a reserve winner, subject to any directions from a regulatory authority.
- 12. All eligible entries will be entered into the draw (the 'Entry').

### Prize

- 13. The total prize pool value is up to AU\$2,858.00 (incl. GST).
- 14. There is one (1) prize to be awarded. The winner will win:
  - a. one (1) Carnival Cruise Line 6-Day Great Barrier Reef cruise for the winner and one (1) accompanying guests (total 2 people) in a twin share Balcony room onboard Carnival Encounter departing Brisbane on Saturday 06 December 2025 (the '**Prize**').
- 15. The Prize includes:
  - a. select onboard main meals and snacks (with the exception of those restaurants and meals which have an additional cover charge);
  - b. 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;
  - c. taxes, fees and port expenses;
- 16. The Prize must be taken as is. Changes to the cabin type or number of guests are not permitted. Upgrades, guest additions or changes to the itinerary are not permitted (even if the winner offers to pay the difference).

17. Itineraries are not guaranteed and onboard offerings are subject to change.

#### The Draw

- 18. This is a game of chance. Skill plays no part in determining the winner.
- 19. The draw will take place at Carnival plc trading as Carnival Cruise Line, Level 5, 465 Victoria Avenue, Chatswood, NSW 2067 on 11:00am AEST on Monday 13 October 2025. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
- 20. The winner will be notified by email within two (2) business days of the draw and their name will be published online at https://www.carnival.com.au/competition/cirguedusoleil-cruise-giveaway.
- 21. The winner will have until Monday 20 October 2025 to accept the Prize by following the instructions in the email and provide the names and details of all passengers. If the winner does not claim or accept the Prize by the stated deadline, a redraw will take place at the same location at 11:00am AEST on Tuesday 21 October 2025. The redraw winner will be contacted as per clause 20 and must accept the prize no later than Tuesday 28 October 2025, subject to any directions from a regulatory authority.
- 22. Final passenger details must be confirmed with the Promoter by Friday 07 November 2025 to allow for cruise booking confirmation. If passenger details are not provided by this date, the Prize will be forfeited and no compensation will be provided.
- 23. 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.
- 24. 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

- 25. The Promoter's decision is final and no correspondence will be entered into.
- 26. 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.
- 27. 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 and beverages, taxes, insurance, passports, visas, vaccinations, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
- 28. The winner and their accompanying guests are responsible for ensuring they have the necessary and valid travel documentation including, passports, any requisite visas and insurance. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Standard terms and conditions of travelling with the Promoter will apply, including any applicable age restrictions. See Carnival Cruise Line's Cruise Ticket Contract at <a href="https://www.carnival.com.au/about-carnival/legal-notice/ticket-contract">https://www.carnival.com.au/about-carnival/legal-notice/ticket-contract</a> which passengers will be bound by.
- 33. 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.
- 34. The Promoter accepts no responsibility for any tax implications that may arise from the incentive. Independent financial advice should be sought.

- 35. 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.
- 36. 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.
- 37. 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 Prize Supplier, co-operative partners, 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: <a href="https://www.carnival.com.au/about-carnival/legal-notice/privacy-notice">https://www.carnival.com.au/about-carnival/legal-notice/privacy-notice</a>. Entrants should direct any request to opt out, access, update or correct information to the Promoter.
- 38. 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.