

WHO x Royal Caribbean Cruise competition

("Promotion")

Terms and Conditions

1. Information on how to enter and prizes forms part of these terms and conditions. By participating in the Promotion, you agree to be bound by these terms and conditions.

Entry

2. The Promotion commences on 30 September 2024 and ends at 11.59pm AEDST on 8 December 2024 ("Promotional Period").
3. Entry is only open to individuals aged 18 years or over who hold an Australian Government issued photo identification and reside in Australia (on a permanent or temporary basis) and are available to cruise on a select South Pacific sailing departing across the 2024-2025 summer season. Blackout dates apply. Employees of the Promoter and their immediate family and other persons associated with the Promotion are ineligible to enter.
4. **To enter online:** You can enter by going to www.who.com.au/cruise and following the prompts to the competition entry page. At the competition entry page, you submit an online entry by completing the entry form (including your full name, mailing address, email address, date of birth, daytime telephone number) and answer the question when submitting the entry as instructed during the Promotional Period.
5. Only one entry per person will be permitted.
6. An entry must not be: (a) late; (b) incomplete; (c) indecipherable; (d) incomprehensible; (e) illegible; (f) unlawful; (g) obscene; (h) defamatory; (i) discriminatory; (j) threatening; (k) pornographic; (l) harassing; (m) hateful; (n) racially or ethnically offensive; (o) capable of encouraging conduct that would be considered a criminal offence; (p) capable of violating any law; or (q) capable of giving rise to civil liability. Any such entry will be ineligible and will be discarded. Any entry that the judges deem otherwise inappropriate will be ineligible and will be discarded.
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 submits an entry that is not in accordance with these terms and conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
8. The Promoter is not responsible or liable for late, lost or misdirected mail enclosing an entry, or an entry not being received by the Promoter for any reason whatsoever.
9. Any costs associated with entering the Promotion, including data costs, are the entrant's responsibility.

10. The Promotion is a game of skill; chance plays no part in determining the winner. Each entry will be individually judged based on its literary, artistic and creative merit. The judges' decision will be final and binding on every person who enters. No correspondence will be entered into.
11. Failure to comply with these terms and conditions or any other applicable terms may result in disqualification and/or forfeiture of prizes at the Promoter's sole discretion.
12. You warrant to the Promoter that your entry is an original work that does not infringe the rights of any person. You warrant that you own or have all necessary licences, rights, consents and permissions to use and authorize the Promoter to use all trademark, trade secret, copyright or other proprietary rights in and to your entry to enable inclusion and use of your entry in the manner contemplated by these terms and conditions. If any part of the information provided by you in relation to your entry was provided by a third party, you warrant that you have obtained the relevant copyright permission to submit the entry for the purposes of the Promotion.
13. You warrant that you have obtained the written consent, release or permission of each and every identifiable individual person in your entry (including, if the individual is a child, the child's parent or legal guardian) to use their name and likeness to enable inclusion and use of your entry in the manner contemplated by these terms and conditions.
14. You indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranties contained in these terms and conditions.
15. You grant to the Promoter an irrevocable, worldwide and perpetual licence to use your entry in any manner and for any purpose at its absolute discretion, including using your entry in connection with book publication and promotional, marketing or publicity purposes without any further reference or payment or other compensation to you. The Promoter may amend, edit, select, crop, retouch, add to or delete from any part of your entry.
16. The Promoter will not be liable for any breach of copyright in connection with your entry. You will be solely responsible your entry and the consequences of submitting it.
17. The Promoter may use and may permit others to use your entry at its absolute discretion, including in connection with a story or feature on the Promotion to be published in any of its print or digital publications, without further remuneration or reference to you.

Prizes, Judging and award of prize

18. The judging will be conducted by a panel of judges appointed by the Promoter. The judging will take place at Are Media, 54 Park Street, Sydney NSW 2000 and will begin on 10th December 2024.
19. The best four (4) valid entries as determined by the judges will win the following prize(s):
 - A Royal Caribbean 7-night South Pacific cruise valued at up to \$9,259 as at 9 September 2024, staying in a Balcony quad stateroom category 3D for up to 4 guests. The prize will be awarded in the form of a Cruise Certificate valid until 28

March 2025 to be redeemed on one (1) of the following options outlined in Table A subject to availability;

Table A

Ship	Date	Roundtrip from	Nts	Itinerary
Quantum of the Seas	Saturday, 21 December 2024	BNE	7	South Pacific Cruise
Quantum of the Seas	Saturday, 28 December 2024	BNE	7	South Pacific Cruise
Quantum of the Seas	Friday, 10 January 2025	BNE	7	South Pacific Cruise
Quantum of the Seas	Friday, 17 January 2025	BNE	7	South Pacific Cruise
Quantum of the Seas	Friday, 24 January 2025	BNE	7	South Pacific Cruise
Quantum of the Seas	Friday, 7 February 2025	BNE	7	South Pacific Cruise
Quantum of the Seas	Friday, 28 February 2025	BNE	7	South Pacific Cruise
Quantum of the Seas	Friday, 28 March 2025	BNE	7	South Pacific Cruise

- The prize includes
 - Complimentary onboard experiences and activities which may include (subject to availability, age, height and weight restrictions and terms & conditions) FlowRider® surf simulator, RipCord® by iFLY® (complimentary when at port), North Star® (complimentary when at port), SeaPlex® including bumper cars and roller-skating, rock-climbing wall, sports court, adults-only solarium, fitness centre, poolside movies, Splashaway BaySM kids' water park (Ovation only), Theatre entertainment, award-winning Adventure Ocean® Youth Programme (kids club); and
 - Complimentary food and beverage venues (breakfast, lunch and dinner plus snacks, a la cart dining, pizza and soft serve ice cream). Venues may include Windjammer Café, Sorrento's Pizza, SeaPlex® Dog House, Main Dining Room, Café@Two70, Café Promenade. Fees apply for specialty dining and beverage packages. •
 - Please note – amenities vary by ship.
- The prize does not include transfers, flights or accommodation pre or post cruise.

The TOTAL PRIZE POOL IS VALUED AT UP TO AUD \$37,036.00 (including GST).

20. The winner will be notified by telephone and in writing within two (2) business days of the draw using the contact details provided in their entry.
21. The winner must take the prize as offered. The prize, or any unused portion of the prize, is not exchangeable and cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer.
22. If, for any reason, the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited by the winner and cash will not be awarded in lieu of the prize.
23. If a prize, or part of a prize, is unavailable, the Promoter may substitute an alternative prize to substantially the same recommended retail value and/or specification, subject to any written direction from the various regulatory authorities.

24. The cruise Prize is valid for up to four (4) guests, with at least one (1) guest 18 years of age or older. All 4 guests must travel together. During the entire duration of a cruise Prize, a nominated parent / guardian must accompany any person under 18 years of age. Any additional passengers are subject to the prevailing standard fare for the selected cruise date at the time of making the booking.
25. The cruise prize is valid on a balcony quad stateroom category 3D. All 4 guests must travel together. Prizes are not transferrable to any other ship, itinerary or departure date outside of the sailings listed below.

Prizes

26. Travel must be taken on one singular sailing date as specified by the Promoter/Prize Provider subject to black-out period as specified by the Prize Provider. If a winner and travelling companion/s are, for whatever reason, unable to travel during these dates or do not take an element of the prize within the time stipulated then that element of the prize will be forfeited by the winner.
27. Prize is valid for cruise only and cannot be redeemed for onboard credit. The winner and their travelling companion/s are responsible for all other expenses not listed above including but not limited to: flights, any other travel or onboard costs/expenditure, pre or post cruise accommodation, spending money, meals (other than those specified), drinks (other than those specified), mini-bar, incidentals, laundry, room service, phone calls, gratuities, optional activities and excursions, freight, excess baggage, ground transport, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, service charges, passports, visas, travel insurance, and all transfers, including travel costs to and from their closest capital city airport if the winner is from a regional area. The winner is responsible for ensuring that they and their travelling companion are fit to travel and have received appropriate immunisations, insurance, and/or health checks prior to taking the prize.
28. Where relevant, it is the Winners' and their travel companions' personal responsibility to ensure that they have valid travel and health documentation. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the Winner and their travel companions. The Promoter and the Prize Provider makes no representation as to the safety, conditions or other issues that may exist at any destination.
29. All Prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representations as to the safety, conditions or other issues that may exist at any destination. By entering this Competition, and by collecting the Prize, the Winner acknowledges and accepts that driving, travel and any other activities comprising the Prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses.
30. The Promoter/Prize Provider strongly recommends that all Winners take out travel insurance and consult the www.smarttraveller.gov.au website prior to travelling.

31. Unless otherwise expressly stated, Prize values are based upon the recommended retail prices as of 9 September 2024. The Prize Provider accepts no responsibility for change in Prize value between now and the ultimate Prize redemption date.
32. Independent financial advice should be sought as tax implications may arise as a result of accepting the Prize.
33. All Entrants agree that if they Win the Prize, they will not, and their companions will not, sell or otherwise provide their story and / or photographs to any media or other organisation, including the internet. Photographs will be allowed only at the discretion www.royalcaribbean.com.au of the Prize Provider.
34. The prize confirmation will be provided to the winners nominated email address. The Promoter is not responsible or liable for any delay or failure in the prize being provided by a third party.
35. The prize does not include any ancillary costs associated with redeeming the prize, which are the responsibility of the winner.
36. In accepting the prize, the winner acknowledges that they may incur ongoing costs associated with the prize that are the responsibility of the winner.
37. The prize is subject to the standard terms and conditions of individual prize and service providers.
38. If the specified prize become unavailable due to unforeseen circumstances, the promoter/Prize Provider may substitute a prize of like or equal value, subject to country regulations.
39. To the extent permitted by law, Royal Caribbean or the Promoter will not be responsible for any loss or damage suffered by entrants or anyone else as a result of, arising out of, or in any way connected with the Promotion or its prizes.
40. Prize sailing must be taken on a 7 night South Pacific cruise across the 2024-2025 Summer season, subject to availability. In the event a Winner does not take the Prize at the time stipulated, then the entire Prize will be forfeited by the Winner and cash will not be awarded in lieu of the Prize.
41. As a condition of accepting a Prize, Winners and their travel companions:
 - a. consent to the Promoter, its related entities any other entities determined by the Promoter in its absolute discretion, using (if any of these parties elect to use) the name, image, likeness and / or voice of each of the Winner and / or their travel companions for marketing purposes and in any media worldwide for an unlimited period of time without remuneration, reference or further notification to the Winners or their travel companions, for the purpose of promoting the Competition (including any outcome); and

- b. agree to participate in and co-operate with all reasonable media or editorial requests of the Promoter, its related entities and any other entities determined by the Promoter in its absolute discretion, including but not limited to being individually or jointly interviewed, photographed and filmed, and acknowledge that the Promoter, its related entities and any other entities determined by the Promoter in its absolute discretion, may use such interviews, footage and photographs in any media worldwide for an unlimited period of time without remuneration to anyone, reference or further notification to the Winners or their travel companions. The inclusion of any such interviews, footage or photographs (including but not limited to creative control of the feature) will remain with the Promoter, its related entities and / or any other entities determined by the Promoter in its absolute discretion at all times.

Travel

42. The winner 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 tickets have been issued, will be the sole responsibility of the winner.
43. The Prize is not transferable or exchangeable and cannot be taken 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.
44. All elements of the Prize must be taken together. Travel restrictions may apply. The winner and their travel companion/s must travel together. Any meals or tips which are not included in the specified prize inclusions, telephone charges, laundry, additional nights or upgrades, any other personal expenses, travel insurance, flights and transfers are the responsibility of the winner and their travel companion/s. If for any reason the winner is unable to accept the Prize as stated, and within the dates indicated, the winner will forfeit that Prize and no compensation will be given in lieu.
45. Travel or entry documentation (Visas) and arrival fees are the responsibility of the Winner and their travel companion/s. 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 requirements will be the sole responsibility of the Winner and their travel companion/s.
46. Any mandatory conditions related to taking the prize 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.
47. The prize is based on QN 24 January 2025, but the winner can book on any 7-night Royal Caribbean South Pacific cruise across the 2024-2025 Summer season only, and all bookings are subject to availability.

48. If applicable, a valid passport is required for all international journeys with at least 6 months of validity from the date of return.
49. If applicable, names as per passport and dates of birth for all travellers are required at the time of reservation.
50. Personal information of the winner and travelling companion(s) including but not limited to full name, address, phone number, email address, passport number, vaccination status and any relevant visas will need to be supplied to Royal Caribbean for the purposes of booking travel and supplying the Prize.
51. The Promoter is not responsible or liable for any delay or failure in delivery of the prize by a third party or for any damaged caused to the prize during delivery.
52. It is a condition of accepting a Prize that the Winner and their travel companions must comply with all the Conditions of use of the Prize and the Prize Provider's requirements (as applicable). Without limitation, Winners and their travel companions will be subject to all booking Terms and Conditions as set out at: <https://www.royalcaribbean.com/aus/en/terms-and-conditions/information-terms-andconditions-au>. It is the responsibility of the Winner to confirm such Conditions with the Prize Provider or other relevant third parties.
53. The cruise Prizes are a single event trip for the Winner and their travel companions and cannot be separated into separate trips or components. Winners and their companions must travel together.
54. It is a condition of accepting a cruise Prize that the Winner may be requested to present their credit card or a cash deposit upon arrival at any accommodation to cover all incidentals they may incur during their stay.
55. The Winner acknowledges and accepts that activities that form part of the Prize are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. Some onboard activities attract age, weight and height restrictions that may prevent some Winners from participating.
56. The Promoter and its Prize Provider are not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may take place. The Winner must make his or her own enquiries about local issues and conditions at destinations prior to travel.

General

57. The Promoter's decision in relation to all aspects of the Promotion is final and no correspondence will be entered into.
58. In the event of unforeseen circumstances, war, terrorism, state of emergency or disaster (including but not limited to natural disaster) the Promoter may cancel, terminate, modify or suspend the Promotion.

59. Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act or similar applicable laws ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence) for any: (a) personal injury arising in any way out of the Promotion; or (b) any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (i) the Promotion; (ii) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (iii) any theft, unauthorised access or third party interference; (iv) 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; (v) any variation in prize value to that stated in these terms and conditions; (vi) any tax liability incurred by a winner or entrant; or (vii) use of the prize.
60. Subject to the Non-Excludable Guarantees, the Promoter makes no representations or warranty as to the quality, suitability or merchantability of any of the goods or services offered as a prize.
61. Each entrant acknowledges and agrees that if his/her entry wins, the Promoter (any each of its assignees and licensees) and Prize Provider have the right, in their absolute discretion, to edit, amend, copy, use, publish, broadcast and communicate to the public, the entry in any media including the internet, without any further consultation, reference, payment or any other compensation to the entrant.
62. The Promoter collects personal information ("PI") to conduct the Promotion and may disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to regulatory authorities. Entry in the Promotion is conditional on providing this PI. The Promoter will also use and handle PI as set out in its privacy policy, which is available at <http://www.aremmedia.com.au/privacy>. In addition to any use that may be outlined in the Promoter's privacy policy, the Promoter may also, for an indefinite period, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning you. You should direct any request to opt out, access, update or correct PI to the Promoter and direct any complaints regarding treatment of you PI as set out in the Promoter's privacy policy. All entries become the property of the Promoter.
63. The Promoter is Are Media Pty Limited (ABN 18 053 273 546) of 54 Park Street, Sydney, NSW 2000 (phone: (02) 8268 8000).