

**“WELCOME TO OUR HOME” GAME OF CHANCE PROMOTION
TERMS AND CONDITIONS**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. If there is any inconsistency between these Terms and Conditions and any other material that refers to this promotion, these Terms and Conditions will prevail.
2. Participation in the promotion is only open to residents of: (a) Australia, New Zealand, and United States of America who are able to travel to Fiji for five (5) nights sometime between 12 February 2015 to 30 November 2015 (on exact dates agreed upon by the winning participants and the Promoter); and (b) Fiji, who are able to travel to a destination to be determined by the Promoter in agreement with the winner (in accordance with clause 18), for five (5) nights sometime between 12 February 2015 to 30 November 2015 (on exact dates agreed upon by the winning participant and the Promoter). Each winner must have a valid passport as at 6 February 2015 with a minimum 6 months validity as at the return date to be eligible to take the prize. Any costs associated with obtaining a passport are each winner's responsibility. If agreement on travel dates (and in the case of Fiji winner, the destination) cannot be reached, the Promoter will determine the exact travel dates at its discretion. Entrants who are residents of the United States must be 13 years of age or older in order to enter.
3. Individuals under 18 years old must have parental/guardian approval to participate and further, the parent/guardian of the individual must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter 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.
5. Promotion commences at 00:01 hours Australian Eastern Daylight Savings Time (“**AEDST**”) on 10 November 2014 and final entries close at 23:59 hours AEDST on 29 January 2015 (“**Promotional Period**”).
7. To enter, individuals must complete the following steps during the Promotional Period:
 - a) visit www.ourhome.fiji Airways.com and follow the prompts to the promotional entry page;
 - b) input the requested details (including but not limited to their full name, telephone number, country of residence, and a valid email address); and then
 - c) click on the 'ENTER NOW' icon to submit the fully completed entry form.
8. Incomplete, indecipherable or illegible entries will be deemed invalid. The time of entry will in each case be the time the online entry is received by the Promoter's database, not at the time of transmission by the participant. Should a participant's contact details change during the Promotional Period, it is the participant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
9. Only one (1) entry is permitted per person.
10. If a participant uses any form of software or third party application to enter themselves multiple times (including scripting software), organises for a third party to enter on their behalf or enters using incorrect contact details, his or her entry will be deemed invalid. If such a participant wins a prize, the participant must immediately return the prize to the Promoter. The Promoter has sole discretion to determine whether a participant has breached this clause. The Promoter reserves the right to request whatever documentation it deems necessary to confirm whether a participant has breached this clause. Participants must provide whatever documents the Promoter requires upon request.
11. The Promoter reserves the right, at any time, to verify the validity of entries and participants (including a participant's identity, age, and place of residence) and reserves the right, in its sole discretion, to

disqualify any participant 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.

12. If there is a dispute as to the identity of a participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the participant.
13. This is a game of chance and skill plays no part in determining the winners. Entries will be divided into four (4) groups based on the participant's country of residence: (1) Australia; (2) New Zealand; (3) United States of America; and (4) Fiji (each a "**Country Group**"). A random electronic draw will be conducted in respect to the entries received in each Country Group at Iris Worldwide, Suite 17, 285a Crown Street, Surry Hills, NSW 2010 (Australia) on 5 February 2015 at 12:00pm AEDST. The Promoter may select additional reserve entries in each Country Group, in case of an invalid entry or ineligible participant.
14. The winners will be notified by telephone and email within two (2) business days of the draw. The Australia Country Group winner's name will also be published online at www.ourhome.fiji Airways.com from 12 February 2015.
15. The Promoter's decision is final and no correspondence will be entered into.
16. Odds of winning a prize will depend on the total number of eligible entries received for each respective Country Group drawing.
17. The first valid entry drawn in Country Groups 1 to 3 (as stated in clause 13) will each win a trip to Fiji for two (2) people. The prize will consist of the following items:
 - a) return economy airfares with Fiji Airways from the winner's nearest International airport on a Fiji Airways direct network flight to Nadi International Airport for two (2) people;
 - b) return transfers from Nadi International Airport to the accommodation for two (2) people;
 - c) five (5) nights twin-share accommodation in a minimum 3-star hotel in Fiji for two (2) people (exact hotel determined by the Promoter in its absolute discretion);
 - d) Select meals for two (2) people (exact meals and menu determined by the Promoter in its absolute discretion); and
 - e) AU\$1,197.60 spending money for the winner. Spending money shall be in Fijian currency and awarded in cash. The cash will be handed to the winner upon arrival in Fiji.

The prizes will be valued at up to AU\$3,515.83 for the Australia Country Group winner, up to NZ\$4,261.03 for the New Zealand Country Group winner, and up to US\$4,473 for the United States of America Country Group winner, depending on date and point of departure.

18. The first valid entry drawn in Country Group 4 will win a trip for two (2) people valued at up to FJD\$6,000 depending on date and point of departure. The exact destination ("**Destination City**") will be determined by the Promoter in agreement with the winner (based on the winner's preferred travel destination and available budget), but in the event agreement cannot be reached, the Promoter will determine the exact destination of the trip. The prize will consist of the following items:
 - a) return economy airfares with Fiji Airways from Nadi International Airport to the Destination City (subject to the above) for two (2) people;
 - b) return transfers from Destination City airport to the accommodation for two (2) people;
 - c) five (5) nights accommodation in a minimum 3-star hotel in the Destination City for two (2) people (exact hotel determined by the Promoter in its absolute discretion);
 - d) select meals for two (2) people (exact meals and menu determined by the Promoter in its absolute discretion); and
 - e) FJD\$2,000 spending money for the winner. Spending money shall be in Fijian currency and awarded in cash. The cash will be handed to the winner in Fiji prior to departure (exact amount of money awarded will be determined by the Promoter in its absolute discretion).
19. Additional spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken sometime between 12 February 2015 to 30 November 2015 (on exact dates determined by the Promoter in agreement with the winner) and is subject to booking and flight availability. If agreement regarding

travel dates cannot be reached, the Promoter will set the travel dates at its discretion.

20. During the entire duration of each prize, a nominated parent/guardian must accompany any person under 18 years of age. Each winner (and their companion) are responsible for ensuring that they have valid passports with a minimum 6 months validity at the time of travel, and any requisite visas, vaccinations and travel documentation. Each winner (and their companion) must depart from and return to the same departure point and travel together. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winners may be required to present their credit card at time of any accommodation check in.
21. All details of the prize-related travel ("**Trip**") will be determined by Promoter in its sole discretion. Any Trip awarded to a winner must be taken within dates provided by the Promoter or the Trip will be forfeited. Certain travel restrictions and blackout dates may apply. Each winner and their companion must travel together on the same itinerary, including the same departure date, destination and return date, and failure to do so will result in forfeiture of Trip. Promoter will not replace any lost or stolen tickets, travel vouchers or certificates. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the Trip. Promoter is not liable for any expenses incurred as a consequence of flight cancellation/delay. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. All travel and lodging will be at the risk of each winner and their companion. Winners are solely responsible for all expenses and costs associated with acceptance and/or use of a Trip not specifically stated herein as being awarded, including, without limitation any and all taxes and other expenses, costs, or fees associated with the acceptance and/or use of prize, travel insurance, ground transportation (other than as described above), security, taxes (excluding airline and airport taxes), insurance, gasoline, meals, gratuities, and souvenirs. Promoter shall have the right, but not the obligation, to make any deductions and withholdings that Promoter deems necessary or desirable under applicable federal, state and local tax laws, rules, regulations, codes or ordinances. To the extent permitted by law, the Promoter shall have no responsibility or liability for cancellations, delays, or any other change by any company or person providing any element of prize due to reasons beyond Promoter's control, and are not responsible or liable for any expenses incurred as a consequence thereof.
22. All taxes and expenses not specifically listed herein are the responsibility of winner. United States Country Group winner will be issued an IRS Form 1099 -MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Promoter complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket.
23. Each winner (and their companion) consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. Winners will be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release (granting the use of the winner's name, city/state, likeness, or photograph by Promoter for advertising/publicity purposes, without further compensation) within ten (10) days of successful winner notification, or the prize will be forfeited and may be awarded to an alternate winner in the unclaimed prize draw. If a winner is at least 18 but still considered a minor in his or her State of residence, the Affidavit of Eligibility/Liability Release and Publicity Release must also be signed by the winner's parent or legal guardian.
24. If a winner is under the age of 18 years, the prize will be awarded to the winner's parent or guardian on the winner's behalf.
25. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
26. Total prize pool value in Australia is up to AU\$3,515.83.
27. If the Australia Country Group prize remains unclaimed, a further draw will be conducted on 5 May 2015 at the same time and place as the original draws, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and email within two (2) business days of the draw, and their name will be published online at www.ourhome.fijiirways.com from 12 May 2015.
28. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to

substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any directions from a regulatory authority.

29. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
30. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention, fraud, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war or act of terrorism, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any participant; or (b) subject to any directions for a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

Caution: any attempt by a participant to deliberately damage any web site or undermine the legitimate operation of the promotion may be a violation of criminal and civil laws and should such an attempt be made, the Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law.

31. Any cost associated with accessing the promotional website is the participant's responsibility and is dependent on the Internet service provider used.
32. Independent financial advice should be sought as tax implications may arise as a result of accepting a prize.
33. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand or any other applicable jurisdiction ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.
34. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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) any tax liability incurred by a winner or participant; or (f) taking/use of and/or participation in a prize.
35. As a condition of accepting a prize, each winner (and their companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form. In the event a winner or winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.
36. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.fijairways.com/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, if a participant consents, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the participant. The Privacy Policy also contains information about how participants may opt out, access, update or correct their PI, how participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose Australian participant's personal information to any entity outside of Australia..

37. In no event will the released entities be responsible or liable for any death, injury, damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your travel or attempted travel, transportation and transfers, use of hotel facilities, access to and use of the service and/or the contest, or downloading from and/or printing material downloaded from any websites associates with the contest, except where such release is prohibited by applicable law. Without limiting the foregoing, this contest and all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions (such as Australia for example) do not allow all limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.
38. To obtain the name of the United States of America Country Group prize winner, mail a self-addressed, stamped envelope to: Fiji Airways "Welcome to Our Home" Winner List, Fiji Airways Limited, Marketing Department, Private Mail Bag, Nadi Airport, Fiji (Vermont residents may omit return postage). Winner list requests must be received by 29 January 2015. Winner lists will be sent on or about 9 February 2014 when the promotion has concluded and the winner been contacted and verified.
39. The laws of Australia apply to this promotion to the exclusion of any other law. Individuals submit to the exclusive jurisdiction of the courts of Australia. **This promotion is void where prohibited by law.**
40. The Promoter is Air Pacific Ltd trading as Fiji Airways (ABN 38 001 962 992) of Level 5, 280 Pitt Street, Sydney 2000, NSW, telephone +61 (02) 9284 6600.

NSW Permit No. LTPS/14/08922, ACT Permit No. TP14/03917.