

**BOOKING.COM CANINE TRAVEL ADVISOR COMPETITION  
TERMS & CONDITIONS**

**Defined Terms**

1. **Entrant** means an individual person over the age of 18, who has successfully submitted an Entry in the Competition.
2. **Companion:** is the individual person's pet of the entrants choosing, for whom the entrant is legal owner/ guardian and must remain the same through the duration of the competition.
3. **Competition** refers to the Booking.com Canine Travel Advisor competition.
4. **Competition Period** means timings the Competition commences and closes.
5. **Entry** or **Entries** means the submission, and all associated content, made by an Entrant in order to participate in the Competition.
6. **Judging Criteria** means the framework that will be used to judge the Entry.
7. **Non-Excludable Guarantee** means 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 State and Territories of Australia.
8. **Prize** or **Prizes** means the item or items awarded to Winner or Winners by the Promotor.
9. **The Agency** means Red Agency Pty Ltd
10. **Promoter** means Booking.com Pty Ltd
11. **Terms and Conditions** means the terms and conditions set out in this document.
12. **Winner** or **Winners** means the Entrants who win the Competition as administered by The Agency and Promoter.

**General**

1. By participating in this Competition, you agree to accept these Terms and Conditions. This Competition is only available to Australian who enter the Competition by following the requirements mentioned in "To Enter" section during the Competition Period.
2. The Agency is responsible for the publication and adjudication of this Competition and the provision of the Prizes.
3. The Agency reserves the right to request Winners to provide proof of identity, proof of residency at the nominated Prize delivery address and/or proof of Entry validity in order to claim a Prize. Proof of identification, residency and Entry considered suitable for verification is at the discretion of The Agency. In the event that a Winner cannot provide suitable proof, the Winner will forfeit the Prize in whole and no substitute will be offered.
4. Entry to this Competition is only open to Australian residents aged 18 years and whom must be the owner/legal guardian of Entrant's Companion. Entrants under 18 years of age must obtain the prior permission of their parent or legal guardian in order to be able to enter. The Agency may require any such Entrant's parent or legal guardian to sign a release at the The Agency discretion in which the parent or legal guardian accepts responsibility for the acts and forbearances of the Winner. The

release will include the parent or legal guardian's full name, address and telephone number. Failure to agree to the release and provide these details will invalidate the Winner's entitlement to the Prize, subject to State and Territory legislation. If a Winner is under 18 years of age, the Prize will be awarded to the Winner's parent or legal guardian.

5. Information on the Entry requirements and the Prizes are set out in the Terms and Conditions. Participation in the Competition is deemed as acceptance of these Terms and Conditions.
6. Employees (and their immediate families) of The Agency agencies associated with this Competition 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.
7. By entering this Competition, Entrants will be deemed to be bound by and agree to the current and applicable terms and policies and the following Terms of the Competition stated below:
  - a) Social media platforms such as Facebook and Instagram are not the promoters of this Competition;
  - b) This Competition is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram
  - c) Any questions, comments or complaints regarding the Competition are to be directed to The Agency and not to Facebook or Instagram
  - d) Entry and continued participation in the Competition is dependent on Entrants following and acting in accordance with the Facebook and Instagram's Terms of Use, which can be viewed at <https://www.facebook.com/terms> and <https://www.instagram.com/about/legal/terms>
8. The Competition commences at 12:00AM on 28/04/2019 and final Entries close at 11:59PM AEDST on 12/05/2019. Entries must be received by The Agency prior to the Competition close date and time to be deemed valid. The time of Entry will in each case be the time the online Entry is received by The Agency, not at the time of transmission by the Entrant.
9. The Agency will provide at 48 hours notification of any changes to the operation and Conditions by providing a new set of Terms and Conditions for the Competition.
10. If the Competition 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 The Agency, including but not limited to technical difficulties, unauthorised intervention or fraud, the The Agency reserves the right, in its sole discretion, to the fullest extent permitted by law to:
  - a) disqualify any Entrant; or
  - b) modify, suspend, terminate or cancel the Competition, as appropriate.
11. Any cost associated with accessing the promotional pages is the Entrant's responsibility and is dependent on the Internet service provider used.
12. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify Non-Excludable Guarantees.

13. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, The Agency (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 Competition.
14. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, The Agency (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 Agency 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 Agency) due to any reason beyond the reasonable control of The Agency;
  - d) Any variation in Prize value to that stated in these Terms and Conditions;
  - e) If the Competition is cancelled or delayed for any reason beyond the reasonable control of The Agency
  - f) Any tax liability incurred by a Winner or Entrant; or
  - g) Use of a Prize.
15. The Agency collects personal information in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, and Prize suppliers. Entry is conditional on providing this information. The Agency 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 Entrant. Entrants should direct any request to access, update or correct information to The Agency. All Entries submitted become the property of The Agency. As a condition of entering this Competition, each Entrant assigns all of their rights, title and interest (including copyright) in and to their Entry to The Agency.
16. The Agency accepts no responsibility for Entries that are lost, damaged, corrupted, delayed, illegal or which are unable to be submitted due to software or hardware failure or for any other reason beyond its control including unavailability of the websites or Facebook or Instagram social platform.
17. The laws of Australia apply to this Competition to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
18. If there is any inconsistency between these Terms and Conditions and anything else that refers to this Competition, these Terms and Conditions will prevail.

### **To Enter**

1. To submit an Entry, Entrants must:

Step One: In 150 words or less tell us why Booking.com should appoint their pet as the World's First Canine Travel Advisor, helping animal-loving holidaymakers pick their next holiday.

Step Two: Share a photo of their pet which represents a typical day in their well-travelled life (i.e. looking up accommodation or in a suitcase ready to head off on a trip away).

Step Three: Send all of the above to [traveladvisor@redagency.com.au](mailto:traveladvisor@redagency.com.au) with the below details:

- Owners name
  - Pets Name, D.O.B and current location
  - Link to social channels involving your pooch
  - Place/s you and/or your pooch have travelled
2. Brand names and logos of products other than the Promoter's must not be visible in the Entry.
  3. No purchase is necessary to enter or win this Competition

### **Entry Restrictions**

1. Each Entry must be the original and sole creation of the submitting Entrant and depicting the Entrant, and all rights, title and interest including but not limited to copyright must be owned solely by the Entrant.
2. Incomplete, indecipherable or illegible Entries will be deemed invalid.
3. Entries must not violate any law, rule or regulation.
4. Individuals can enter multiple times.
5. By entering, each Entrant grants permission to The Agency for the use and adaption of his/her Entry royalty free, worldwide, on all supports/mediums currently known or later developed (including but not limited to the content provided), and his/her name, to be posted on the Internet or any website in connection with this Competition, and the advertising, Competition, and publicity of the Competition, and otherwise, as stated in these Terms (as solely determined by The Agency); and each Entrant warrants and represents that he/she has all right and authority to grant such permission.
6. All Entries submitted become the property of The Agency. As a condition of entering into this Competition each Entrant agrees to assign all of their rights, title and interest (including copyright) to The Agency. Each Entrant warrants to The Agency that each Entry submitted is an original literary work of the Entrant that does not infringe the rights of any third party. The Entrant agrees to indemnify The Agency against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their Entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
7. All Entries represents the sole views and opinions of the individual Entrant and do not reflect the views and opinions of The Agency in any manner. The Agency acts as a passive conduit for the posting and publication of Entries and, to the extent permitted by law, has no obligation to and expressly disclaims any and all liability in conjunction with screening, monitoring or reviewing the content of the Entries.
8. The Agency 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. Errors and omissions

will be accepted at the The Agency's discretion. Failure by The Agency to enforce any of its rights at any stage does not constitute a waiver of those rights.

**Winner determination and notification**

1. The Competition judging will take place at Red Agency, 121 Harrington St, 2000, The Rocks, NSW from Wednesday 13/05/2019 through to Wednesday 16/05/2019. The Agency's decision is final, and no correspondence will be entered into.
2. The Winners will be contacted via email by 6:00PM AEDT Friday 17/05/2019 and must reply to The Agency's email as instructed by 11:59PM AEDT on Wednesday 22/05/2019 (120 hours after receiving their Winner notification) with their proof of identity together with their full name, date of birth and email address in the message so that The Agency may arrange for the Prize to be delivered.
3. If, for any reason, a Winner does not confirm their acceptance (by email) of the Prize, the Prize will be awarded to the next best entrant as judged by The Agency and promoter at 9:00AM AEDT Thursday 23/05/2019.
4. The Competition is a game of skill and chance plays no part in the selection of the Winner(s). Each eligible Entry will be judged by The Agency and Promoter based on, the following Judging Criteria:
  - a) Creativity 25%
  - b) Originality 25%
  - c) Execution 25%
  - d) Alignment with Competition 25%

**Prize**

1. The Competition includes \$1,000
2. The maximum value of the Major Prize is AUD \$1,000 to cover the cost of a one night stay in the same state that the winners lives in on Booking.com. The Prize is not transferable or exchangeable and cannot be taken as cash.
3. The Major Prize Winner will;
  - a) Become Booking.com's Canine Travel Advisor. The Winning Entrant and their Companion will be utilised through traditional media publications including but not limited to Print, Broadcast and Digital;
  - b) 1 x Major prize pack valued at \$1,000.
4. Prize fulfilment date and times are subject to change without notification.
5. The Winner and their Companion may be required to participate in media (print, radio, online and television) interviews including face-to-face, email and/or phone interviews and allow media to capture and publish their own content (photography and videography) which the Major Prize Winner may appear in.
6. If the Winner and their Companion are unable to fulfil any of the requirements of the Prize in these Terms & Conditions, The Agency reserves the right to disqualify them from the Competition and award another Major Prize Winner.
7. If any of the Prizes are unavailable, The Agency, in its discretion, reserves the right to substitute the Prize with a Prize to the equal or greater value and/or specification.
8. If a potential Winner is disqualified for any reason, the applicable Prize may be awarded to a runner-up, if any, in The Agency sole discretion.

**RED**

**AGENCY**

9. Acceptance of any Prize shall constitute and signify each Winner's agreement and consent that The Agency and its designees may use the Winner's name, city, state, likeness, Submission and/or Prize information in connection with the Competition for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.
10. The Agency reserves the right to change the Prize mechanics of the Competition at any time upon notification. Each eligible Entrant and all other persons release The Agency from any claim loss, damage, expense, cost or charge related to such change.
11. The Agency is not responsible for inaccurate prize details supplied to any Entrant by any third party connected with this Competition.