

# AIM Overseas Study Overseas and Fly AirAsiaX to London Competition

## Terms and conditions

### 1. Introduction

The AIM Overseas 'Fly AirAsiaX to London' Competition ("Competition") consists of an entry form designed to determine a single winner based on the participants' interest in, and commitment to, studying overseas.

One (1) return economy class airfare to London (exclusive of any taxes payable) from one of AirAsiaX's Australian departure cities (Perth, Melbourne or the Gold Coast<sup>1</sup>) ("Prize") will be awarded to the winner ("Winner"). The first runner up ("Runner Up") will receive a Lonely Planet book pack.

Both the Winner and Runner Up will be determined by the Organiser at its discretion on the basis of the quality of his/her entry in the competition.

The competition is organised by AIM Overseas Pty. Ltd, 5/6 Tilley Lane, Frenchs Forest, NSW 2086 (the "Organiser"). The Organiser's decision regarding any aspect of this competition is final and there will be no appeal possible of the Organiser's decision for any reason.

### 2. Timing

The Competition opens on Tuesday 10<sup>th</sup> August 2010 and closes at 5pm E.D.S.T on Friday 1<sup>st</sup> October 2010.

The name of the Winner will be published on [www.aimoverseas.com.au](http://www.aimoverseas.com.au) no later than 22<sup>nd</sup> October 2010. The Winner will be notified by phone, email and/or mail. The Winner must respond in a timely manner to accept the Prize.

### 3. Eligibility

The Competition is open to students who:

- (a) are currently enrolled for the second semester (July-December) of 2010 at Australian university campuses that are located in Australia; and
- (b) have applied for their university's student exchange program, applied for an AIM Overseas study program or are considering overseas study programs through their university (see <http://studyoverseas.gov.au/whystudyoverseas/AusUnis.html>) or AIM Overseas (see [www.aimoverseas.com.au](http://www.aimoverseas.com.au)); and
- (c) are over 18 years of age and have Australian citizenship.

Students studying at offshore campuses, students studying remotely overseas by distance or online education, and students who have completed their degree requirements are not eligible to enter.

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<sup>1</sup> At the time this document is issued. Subject to change.

The Organiser reserves the right to request proof of enrolment status. Participants may enter once only.

#### **4. How to enter**

Participants must fill out the Competition entry form online at <http://www.surveymonkey.com/s/winaflighttolondon> with the information required. Any incomplete form or form filled out with incorrect information may be rejected by the Organiser as an invalid entry.

By filling out the form, all participants subscribe and agree to receive email communication from the Organiser, and, as regards notification of the win, to receive communication by phone or mail.

#### **5. Prize**

The Prize consists of the following items:

- A return flight from Australia to London, UK flying AirAsiaX economy class from one of AirAsiaX's Australian departure cities – currently Perth, Melbourne or the Gold Coast<sup>2</sup>; and,
- An economy class domestic airfare sponsored by the Organiser from the Winner's nearest Australian capital city to an AirAsiaX Australia departure city.

The first Runner Up will receive:

- A Lonely Planet book pack, including a range of Lonely Planet guidebook titles from various destinations of the world

#### **6. Undertakings and obligations of the Winner**

By accepting the Prize, the Winner agrees:

- to undertake a series of promotional activities chosen at the discretion of the Organiser including but not limited to writing blog entries of their experience and providing photos that will appear on the Organiser's blog <http://aimoverseas.blogspot.com> (minimum of 5 blog entries and 20 photos over the course of their trip). The Winner will be responsible for supplying required equipment to undertake blog duties including camera and computer; and
- to act in good faith such as not to bring the Organiser's name and business into disrepute, at any time during their time abroad or thereafter.

#### **7. General Conditions**

- The Prize is not transferable or exchangeable and is not redeemable for cash.
- The Organiser may, in its sole and absolute discretion, select a second Winner should the first Winner be unable to attend or fail to respond to email communication in a timely manner.
- Any costs relating to alterations to confirmed details, where applicable, will be at the expense of the Winner. This includes but is not limited to changing dates of flight.
- Travel insurance is not provided and the Organiser recommends that the Winner obtain comprehensive travel insurance including medical coverage (at their own expense) prior to travel.

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<sup>2</sup> At the time this document is issued. Subject to change.

- The Winner will be responsible for the following costs<sup>3</sup>: airport taxes and surcharges for the AirAsiaX flights, transport to and from their home to their Australian departure airport, transport within the U.K, visa and passport costs, and all expenses (personal or otherwise) during their trip.
- The Winner must ensure s/he holds the appropriate passport and visas to enter the United Kingdom.
- The Organiser shall be entitled to cancel the prize without notice should the Winner engage in any inappropriate, illegal or immoral behaviour, use excessive alcohol, artificial stimulants or illegal drugs, or act in any manner which may bring the Organiser or any person or organisation involved in the Competition into public disrepute. In case of unconscionable behaviour, the Winner may be liable to reimburse the Organiser for the whole cost of the Prize, valued at approximately AUD \$2500.
- Participation in the Competition constitutes consent to the Organiser's use of participant's name, likeness, appearance, voice for promotional purposes in any media without further payment or consideration.
- The staff members of the Organiser (and their family members) are not eligible to enter into the Competition.

### **8. Intellectual property**

The Organiser will own all intellectual property in reports, blogs, photos and other material created and submitted to the Organiser by the Winner. The Organiser reserves the right to monitor and edit material produced by the Winner. By accepting the Prize, the Winner grants an irrevocable, free and unlimited licence to use the Winner's name and entries, including photos, art and other material submitted by the Winner on the Organiser's blog without limitation for the purpose of the promotion of the Organiser's name and business and programs.

### **9. Limitation of responsibility**

The Organiser is not responsible for, and participants hereby release the Organiser from any claims arising from: (1) the unavailability of flights or seats on the Winner's preferred dates of travel, (2) variations in flights schedule and bookings, (3) any injury or damage to person or property, which may be caused or may result, directly or indirectly, in whole or in part, from the participant's entering in the Competition.

### **10. Dispute**

The participant agrees that any and all disputes, claims and causes of action arising out of or connected with the Competition or any Prize awarded, shall be resolved in the jurisdiction of NSW.

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<sup>3</sup> This list is not exhaustive. The Organiser is not liable for any cost or expenses incurred by the Winner or the participants other than those expressly listed in this document as being paid by the Organiser.