

Terms and Conditions

Pointrs "Fly First Class For Free" Competition - Terms And Conditions. By entering this competition ("Competition") you agree to the following terms and conditions.

1. Who Can Enter:

- (a) Entry is open to residents of Australia, who subscribe to Pointrs by 31 Dec 2024 11:59pm (AEDT), including signing up to a 30-day free trial ("Eligible Subscriber").
- (b) To be eligible to win, an "Eligible Subscriber" must continue to be a Pointrs subscriber until 31 Dec 2025 12:00pm (AEDT) ("Eligible Entrant"). For avoidance of doubt, to be an "Eligible Entrant" there must be no break in subscription from the time of subscribing by 31 Dec 2024 11:59pm (AEDT) until 31 Dec 2025 12:00pm (AEDT).
- (c) Employees and their immediate family members of Pointrs and their associated agencies and companies are not eligible to enter.

2. How To Enter:

- (a) The competition commences on 8 November 2024 12:01am (AEDT) and concludes on 30 November 2025 11:59pm (AEDT) ("Competition Period").
- (b) In order to enter, an "Eligible Subscriber" must, by 30 November 2025 11:59am (AEDT):
 - (i) Login to their Pointrs account.
 - (ii) Choose any "Spend Less" Pointr that is for "Airline Points", whose flights they want to take.
 - (iii) Request a Personal Pointr using the Personal Pointr form on the Pointrs website.
 - (iv) Enter a message on the form that says: "Fly First Class For Free Competition", their chosen Pointr number and in 25 words or less the reason why they deserve these flights.
 - (v) Click on "Send Message".
- (c) Each entry must be:
 - (i) The original independent creation of the entrant.
 - (ii) Written in eligible English.
 - (iii) Free from any claims, including but not restricted to copyright or trademark claims, by others.
- (d) An "Eligible Subscriber" can submit only one entry during the competition.
- (e) If an "Eligible Subscriber" submits more than one entry, only the first entry will be eligible.
- (f) Entry details remain the property of Pointrs and will not be returned to the entrant. The prize winners agree to grant Pointrs a perpetual and non-exclusive license to use their entries in all media worldwide and the prize winners will not be entitled to any fee for such use.
- (g) Pointrs will not be responsible for any data or other information related to this competition that may be lost, damaged as a result of any computer software or

hardware malfunction. Any issues occurring as a result of computer / server / software problems will be rectified as quickly as possible.

3. Prizes

- (a) There will be 1 prize for every 500 "Eligible Entrants" or less, up to 25 prizes in total. For example, if there are 400 "Eligible Entrants" there will be 1 prize. If there are 1,200 "Eligible Entrants" there will be 3 prizes. If there are 2,000 "Eligible Entrants" there will be 4 prizes. If there are up to 12,500 "Eligible Entrants", there will be a guaranteed prize for 1 in every 500 "Eligible Entrants", regardless of how many entries there are in the competition - the more entries the more prizes (per 500 "Eligible Entrants").
- (b) Each prize will be the flights for the Pointr chosen by the winning entrant. The flights will be for one person, unless the Pointr chosen is for economy class flights, in which case the flights will be for two people.
- (c) If a Pointr no longer exists at the time of booking flights, a winning entrant can choose any other Pointr up to the same number of points.
- (d) Flights will be booked using airline loyalty program points and miles, from an account/s nominated by Pointrs.
- (e) Pointrs will decide which airline loyalty program it will use to book any flight.
- (f) Flights can only be booked if award/reward seats are available.
- (g) Flights can only be booked if the airline loyalty program allows points and miles to be used to book flights in the name of the winning entrant.
- (h) If suitable flights cannot be found or are unable to be booked for any other reason, the winning entrant can choose any other Pointr up to the same number of points.
- (i) Flights must be booked by 30 June 2026 or forfeited.
- (j) Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize can be transferred to any other person agreed to by Pointrs. It is a condition of accepting a prize that the winner accepts the conditions of use of that prize.
- (k) Pointrs accepts no responsibility for any tax implications that may arise from acceptance or redemption of the prize, or this Competition. Independent financial advice should be sought by the Winner prior to accepting the Prize. Pointrs accepts no responsibility for any variation in prize value.
- (l) All other expenses related to the Prizes become the responsibility of the Winners.
- (m) In participating in the Competition, the prize winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The prize winners grant Pointrs a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the prize winners will not be entitled to any fee for such use.

4. How To Win:

- (a) The winners will be judged between 1 December 2025 and 30 December 2025 and announced on 31 December 12:00pm (AEDT), or shortly thereafter.

- (b) The winners will be the best valid entries as judged by a panel of representatives appointed by Pointrs having regard to authenticity, creativity, and originality.
- (c) If any winning entry is not an entry by an "Eligible Entrant", this winning entry will be void and the next best valid entry will be deemed the winning entry.
- (d) The competition is a game of skill and chance plays no part in determining the prize winners.
- (e) Winners will be notified by email on 31 December 2025, or shortly thereafter.
- (f) Winners' names and their entry details may be published in an email to all Pointrs subscribers and Pointrs newsletter subscribers.
- (g) The judges' decision is final, and Pointrs will not enter into correspondence regarding the result.
- (h) It is a condition of accepting the prize that the prize winners must comply with all the conditions of use of the Prize and Pointrs requirements. Prizes are subject to Pointrs and prize suppliers Terms and Conditions.

5. No Liability:

- (a) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders Pointrs' ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, pandemic, epidemic, government restraint, or act of terrorism, Pointrs may in its absolute discretion cancel, modify or suspend the competition. If, due to circumstances beyond Pointrs' control, Pointrs is unable to provide the stated prize, Pointrs reserves the right to award a substitute prize.
- (b) Pointrs and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:
 - (i) During the judging.
 - (ii) Whilst undertaking any travel won on or connected with their entry into the competition.
 - (iii) In the participation in any prize.
 - (iv) Due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person.
 - (v) In relation to failure of an entry to be received by Pointrs on account of a technical problem.
 - (vi) Arising from or related to any problem or technical malfunction of any computer equipment, software, internet connection, any injury or damage to entrant's or any other person's computer software related to or resulting from participation in this promotion.
- (c) If for any reason the Competition is not capable of running as planned, due to causes including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Pointrs which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, Pointrs reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available,

and to cancel, terminate, modify or suspend the Competition, subject to state government legislation.

- (d) Pointrs reserves the right in its sole discretion to disqualify any individual who Pointrs has reason to believe has breached any of these conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. Pointrs legal rights to recover damages or other compensation from such an offender are reserved.
- (e) Pointrs assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of, entries, and reserves the right to take any action that may be available.
- (f) If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Pointrs which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, Pointrs reserves the right in its sole discretion to disqualify any individuals who tamper with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition.
- (g) By entering the competition, and by collecting a Prize, each 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. Neither Pointrs or prize supplier are responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst a Winner is travelling. It is the responsibility of each Winner to enquire about local issues and conditions at destinations prior to travel.
- (h) Pointrs reserves the right to reasonably amend or vary these terms and conditions at its sole discretion.

6. Privacy:

Entry details remain the property of Pointrs. Pointrs and its related entities are collecting your personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying the prize winners and prize fulfilment. Pointrs will otherwise handle your personal information in accordance with Pointrs Privacy Policy which is available on our website at <https://pointrs.com/en-au/privacy-policy>. By providing your personal information, you agree to the terms of the Privacy Policy.

7. Promoter's And Sponsor's Details:

Both the Promoter and Sponsor are Pointrs Pty Ltd ACN: 670 273 784 ("Pointrs").