

TRADE INCENTIVE

9 Jan - 2 Mar 2012

BOOK A CRUISE AND EXPERIENCE CARNIVAL SPIRIT

From 9 Jan - 2 Mar 2012, make a booking on Carnival Spirit on an itinerary of 7 days or greater from Sydney or Melbourne for your chance to experience the newest and largest ship to call Australia home year-round from Oct 2012!

WIN AN 8 DAY CRUISE

CHANCE TO WIN AN 8 DAY PACIFIC ISLANDS CRUISE

For every booking you make, you will receive one entry into the major prize draw to WIN an 8 Day Cruise for two in a balcony cabin on Carnival Spirit's first ever Pacific Island sailing from Australia on 20 Oct 2012.

SUITE ON THE SAILAWAY CELEBRATION CRUISE

SUITE ON THE SAILAWAY CELEBRATION CRUISE

The 20 travel agents with the most bookings will each be rewarded a Suite for two on the exclusive one night Carnival Spirit Sailaway Celebration cruise on 19 Oct 2012.

BALCONY CABIN ON SAILAWAY CELEBRATION CRUISE

BALCONY CABIN ON THE SAILAWAY CELEBRATION CRUISE

First 200 agents to make a booking will each be rewarded with a Balcony Cabin for two on the exclusive one night Carnival Spirit Sailaway Celebration cruise on 19 Oct 2012.

For full terms and conditions, continue reading the following pages.

"CARNIVAL CRUISE LINES TRADE INCENTIVE" PROMOTION

TERMS AND CONDITIONS

- 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.
- 2. The promotion is only open to registered travel agents in Australia and New Zealand aged 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to claim/enter.
- 3. Promotion commences on 9/1/2012 and closes at 5:00pm AEDST on 2/3/2012 (**Promotional Period**).
- 4. This promotion is comprised of three (3) elements (**Elements**) as follows:
 - a) major prize give away (Major Prize Giveaway);
 - b) a 'Balcony Cabin on Sail Away' first 200 bookings (First 200 Bookings); and
 - c) a 'Suite on Sail Away' top 20 travel agents (**Top 20 Travel Agents**).
- 5. To enter all three (3) Elements, an entrant must, during the Promotional Period, make a valid cabin booking on an itinerary of seven (7) days or more sailing from Sydney or Melbourne on Carnival Spirit via POLAR Online (**Booking**). Only fully deposited bookings will be eligible.
- 6. 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), booking reference 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 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.
- 7. Incomplete, indecipherable or illegible entries will be deemed invalid.
- 8. Winners will be notified in writing and their names will be published in The Australian on 22/3/2012.

1) GAME OF CHANGE MAJOR PRIZE GIVE AWAY

- 9. An entrant will receive one (1) automatic entry into the Major Prize Giveaway for each valid cabin Booking made.
- 10. Multiple entries permitted into the Major Prize Giveaway, subject to the following: (a) only one (1) entry permitted per cabin Booked; and (b) each entry must be submitted separately and in accordance with entry requirements.

- 11. The draw will take place at Carnival Cruise Lines, Level 5/15 Mount Street, North Sydney NSW 2060 on 15/3/2012 at 5:00pm AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
- 12. The Promoter's decision is final and no correspondence will be entered into.
- 13. The first valid entry drawn will win an eight (8) day cruise (\$251) valued at \$3,298.00 (**Major Prize**). Departing Sydney on 20/10/2012 for eight (8) days aboard Carnival Spirit in a twin balcony cabin in grade 8A for two (2) people.
- 14. Total prize pool for Element 1 Major Prize Giveaway is valued at \$3,298.00.
 - 2) BALCONY CABIN ON SAIL AWAY: FIRST 200 BOOKINGS
- 15. Maximum of one (1) entry permitted per entrant for Element 2 First 200 Bookings.
- 16. The first two hundred (200) entrants to make a valid cabin Booking during the Promotional Period will each receive a one (1) overnight cruise (\$250N) valued at up to \$445.00 each. Departing Sydney on 19/10/2012 for one (1) night aboard Carnival Spirit 'Sail Away Celebration' cruise in a twin balcony cabin for two (2) people.
- 17. Only one (1) prize permitted per entrant for Element 2 First 200 Bookings.
- 18. Total prize pool for Element 2 First 200 Bookings is valued at up to \$89,000.
 - 3) SUITE ON SAIL AWAY: TOP 20 TRAVEL AGENTS
- 19. Maximum of one (1) entry permitted per entrant for Element 3 Top 20 Travel Agents.
- 20. The twenty (20) entrants with the most valid cabins Booked at the end of the Promotional Period will each receive a one (1) overnight cruise (S250N) valued at up to \$544.00 each. Departing Sydney on 19/10/2012 for one (1) night aboard Carnival Spirit Sail Away Celebration cruise in a twin suite cabin for two (2) people.
- 21. In the event an entrant qualifies for both Element 2 First 200 Bookings and Element 3 Top 20 Travel Agents, the entrant will receive an upgrade from their twin balcony cabin awarded in Element 2 First 200 Bookings, to a twin suite cabin, on the Carnival Spirit Sail Away Celebration cruise (\$250N). For the avoidance of doubt, only one (1) prize of a one (1) overnight cruise (\$250N) in a twin suite cabin valued at \$544.00 will be awarded to these eligible entrants.
- 22. This Element of the promotion, Element 3 Top 20 Travel Agents, is a game of skill and chance plays no part in determining the winners.

23. Total prize pool for Element 3 Top 20 Travel Agents is valued at up to \$10,880.00.

GENERAL

- 24. A draw for the Major Prize if unclaimed, may take place on 15/6/2012 at the same time and place as the original draw, subject to any directions from a regulatory authority. Any winner will be notified in writing and their name will be published in The Australian on 21/6/2012.
- 25. Each prize includes onboard main meals (with the exception of those restaurants which have an additional cover charge), daytime activities, including the sports court, pools and fully equipped gym, evening entertainment, theatre, nightclubs and all Australian and overseas port charges and taxes.
- 26. Each prize does not include shore excursions, transfers to or from a winner's home to the port of Sydney, NSW, passports, visas, vaccinations, other spending money, drinks, or other onboard activities including spending money for the casino. Entrants must make their own way to Sydney, NSW to redeem a prize.
- 27. The winner and guest taking the prize must ensure that they have valid documentation, including but not limited to valid passports and visas, prior to taking the prize. Any cost associated with obtaining valid documentation is the sole responsibility of a winner and guest.
- 28. A credit card imprint or cash deposit will be required from a winner at check-in in order to board a cruise ship, for all incidental charges.
- 29. It is a traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. 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 traveller/s.
- 30. Standard Terms and Conditions of travelling on Carnival Spirit will apply, including any applicable age restriction. Travel will be subject to the booking and passage conditions of the relevant brochure which must be signed by all travellers.
- 31. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to the approval of all relevant State and Territory Lottery Departments.
- 32. A prize is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 33. Entrants consent to the Promoter using the entrant's name and authorised representative's name in the event the entrant is a winner (including photograph, film and/or recording of the same) in any

media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

- 34. The Promoter's decision is final and no correspondence will be entered into.
- 35. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 36. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 37. 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 or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to the approval of all relevant State and Territory Lottery Departments, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 38. Nothing in these Terms and Conditions limit, exclude or modify 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 State and Territories of Australia and New Zealand (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.
- 39. 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 entrant; (f) if any Carnival Spirit cruise is cancelled or delayed for any reason beyond the reasonable control of the Promoter; or (g) use of a prize.
- 40. The Promoter collects personal information of entrants and authorised representatives in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, offer suppliers and as required, to Australian and New Zealand regulatory authorities. Entry and claims are conditional on providing this

information. The Promoter 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 or authorised representatives. Entrants or authorised representatives should direct any request to access, update or correct information to the Promoter. All entries and claims become the property of the Promoter.

- 41. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Australia.
- 42. The Promoter is Carnival PLC T/A Carnival Cruise Lines (ABN 23 107 998 443) of Level 5/15 Mount Street, North Sydney NSW 2060. Telephone: (02) 8424 8800.

NSW Permit No. LTPS/12/12642, ACT Permit No. TP11/5263, SA Permit No. T11/2806.