

Full Terms and Conditions

- 1. This promotion (the "**Promotion**") is brought to you by Emirates, a corporation established by Dubai Ruler's Decree No. 2 of 1985 (as amended) having its principal office at Emirates Group Headquarters, Airport Road, P.O. Box 686, Dubai, United Arab Emirates ("**Emirates**") and hosted via the website found at www.emirates.com/bringingrugbyhomeand www.facebook.com/emirates ("Website").
- 2. Facebook, Twitter and Instagram are in no way associated with, or sponsors of this Promotion.
- 3. These terms and conditions together with the general terms and conditions that are applicable to your use of and access to the Website (together the "**Terms**") govern your use of the Website and set out the rules of participation in the Promotion. By entering the Promotion, you guarantee that you have the authority to accept these Terms and you agree to be bound by the Terms.
- 4. In the event of any dispute regarding the Terms, results and all other matters relating to the Promotion, Emirates decision will be final and binding and no correspondence or discussion will be entered into.
- 5. The Promotion commences at 00.01 BST on 18th September 2015 and closes at 23.59 GMT on 31st October 2015. ("**Promotion Period**").

Qualifying Entrants

- 6. On the date of entry you must be at least Twenty-one (21) years of age in order to be eligible to enter the Promotion ("Qualifying Entrants").
- 7. The Promotion is void in countries where it is prohibited by law. Individuals located in a country restricted by applicable controls and sanctions or other laws or regulations as they relate to this Promotion are ineligible to participate in the Promotion. Each entrant must ensure that his or her participation in the Promotion (including the acceptance of any prize awarded) is lawful in accordance with the laws of the country of which he or she is a citizen and/or resides, and/or happens to be at the time the entry is made. Emirates shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of the Promotion.
- 8. Employees of Emirates and/or their immediate family and each of their respective parents, affiliates, subsidiaries, agents, wholesalers, retailers, distributors, suppliers, advertising and promotion agencies are not eligible to enter the Promotion.

Rules of Entry

- 9. The Promotion must be entered as per any instructions set out for the Promotion in these terms and conditions. All entries must be received via the Website no later than 23.59 GMT on 31st October 2015 (the "Closing Date"). No entries will be accepted after the Closing Date. Emirates accept no responsibility for entries which are incomplete, illegible, lost or delayed in transit.
- 10. To enter the Promotion, Qualifying Entrants must, during the Promotion Period:
 - At the stadiums during the RWC matches: take a photo of themselves holding a large Foamex board and a national flag of their team playing at the stadium.
 - **On board an Emirates flight:** take a photo of themselves holding the small Foamex board promoting #BringingRugbyHome.
 - **Rest of the World:** take a photo of themselves showing their passion for their country to "bring rugby home".
 - Post these photos up on either Instagram, Twitter or Facebook or upload your image at www.emirates.com/bringingrugbyhome using the instructions listed in clause 11 below.



These will be referred to as the "Photo".

Any Qualifying Entrant, who fails to abide by any of these Terms or fails to meet the entry criteria set out in these Terms, may be disqualified at the sole discretion of Emirates. There is no fee or value charged for entering the Promotion.

How to participate in the Promotion

- 11. Entrants can enter the Promotion by either:
 - Instagram Entry: If you do not have an Instagram account, download the free Instagram application to your iOS or Android smartphone or compatible mobile device with a data plan. To enter, follow Emirates on Instagram (@emirates), upload an eligible Photo, as defined below, via Instagram and include the Emirates handle @emirates and hashtag #BringingRugbyHome in the photo caption ("Instagram Entry"). Instagram Entries must be submitted during the Promotion Period. By submitting an entry via Instagram, entrants agree to Instagram's Terms of Use. Entrants must have an e-mail account, Internet access and access to an iOS or Android smartphone with data plan to enter using the Instagram Entry method.
 - Twitter Entry: If you do not have a Twitter account, download the free Twitter application to your iOS or Android smartphone or compatible mobile device with a data plan or visit twitter.com. To enter, follow Emirates on Twitter (@emirates), upload an eligible Photo, as defined below, via Twitter and include the Emirates handle @emirates and hashtag #BringingRugbyHome in the photo caption ("Twitter Entry"). Twitter entries must be submitted during the Promotion Period. By submitting an entry via Twitter, Entrants agree to Twitter's Terms of Use. Entrants must have an e-mail account, Internet access and access to an iOS or Android smartphone with data plan to enter using the Twitter Entry method.
 - Facebook Entry: If you do not have a Facebook account, download the free Facebook application to your iOS or Android smartphone or compatible mobile device with a data plan or visit www.facebook.com. To enter visit www.emirates.com/bringingrugbyhome and click on the "Go to app" tab under the Facebook logo or visit www.emirates.com/bringingrugbyhome, and click on the "Pick from Facebook" tab. Then select the picture from your Facebook Album that you want to upload and click "Continue with this photo", then add the hashtag #BringingRugbyHome in the caption ("Facebook Entry"). Facebook entries must be submitted during the Promotion Period. By submitting an entry via the Facebook link, Entrants agree to Facebook's Terms of Use. Entrants must have an e-mail account, Internet access and access to an iOS or Android smartphone with data plan to enter using the Facebook Entry method.
 - Entry via www.emirates.com/bringingrugbyhome:
 - Visit the website and click on the "Alternatively Upload here" tab in the "How to participate?" section. Then upload an image saved on your device or computer and complete the caption with the hashtag #BringingRugbyHome and complete your name and email address before clicking "Submit".

Eligible Photos

- 12. The Photo caption for any Photo submitted via Instagram and Twitter must include Emirates' Instagram/ Twitter handle @emirates and the hashtag #BringingRugbyHome hashtag. For Photos submitted via Facebook or www.emirates.com/bringingrugbyhome the photo caption must include the hashtag #BringingRugbyHome.
- 13. Entrants must continue to follow @Emirates on Instagram and Twitter after the end of the promotion so that they can be contacted if they are selected as a Winner. Once Emirates have the winner's contact details, communication will then continue offline.



- 14. For Instagram and Twitter entries, only entries that have been posted on Instagram or Twitter accounts that are open to view by the public will be eligible to enter the Promotion.
- 15. Entrants must follow all social media Terms of Use in regard to uploading a Photo.
- 16. Once a Photo has been submitted, it cannot be modified by the Entrant.
- 17. Any tweets, posts or photographs uploaded by the Qualifying Entrant ("Material") must meet high levels of decency and must not include any material which may damage the reputation of Emirates or any third party or that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, violate any law, or is otherwise inappropriate. Any Material which is considered, in Emirates sole discretion, to be offensive, culturally sensitive, provocative, sexually explicit, or otherwise objectionable or of inappropriate content (including, without limitation, any content which contains an image of a competitive product), will be not be eligible for the Promotion.
- 18. Without limiting the generality of the foregoing, any content will not be accepted or posted, or may be removed, if Emirates believes, in its sole discretion, that it contains any of the following: (a) persons under the age of 18; (b) competitive products; (c) unsafe behaviour/activity that could result in physical injury or property damage; (d) third party materials that you have no rights to, including content owned by third parties, images of celebrities, third party trademarks, artwork, etc.; (e) illegal activity, including drug use; (f) obscenity or profanity; (g) anything defamatory or libellous; (h) anything disparaging to the Emirates brand, or any of their competitors; (i) anything racist or sexist; (j) anything pornographic or obscene; (k) gambling; or (l) anything in poor taste.
- 19. In order to protect privacy rights of others, the Qualifying Entrant must ensure that images of individuals captured in any Material should be incidental only. Where the Material contains images which specifically targets or focuses on any individual/s the Qualifying Entrants must ensure they have obtained consent from that individual/s.
- 20. In uploading the Material for entry to the Promotion, the Qualifying Entrant represents, acknowledges and warrants that the photograph is their original creation; has not been copied in whole or in part from any other work, does not violate or infringe any copyright, trademark or other proprietary right of any person or entity (including any rights of privacy or publicity), and that they own all rights, title and interest in the same. By uploading the Material and in consideration for an opportunity for the Material to appear on the Website and other media channels as determined by Emirates, such opportunity not being guaranteed by Emirates, the Qualifying Entrant grants Emirates and its affiliates a non-exclusive, worldwide license to post the Material on the Website and on Emirates ICE inflight entertainment system and used in media outreach, as well as shared via Emirates' social media and digital platforms so viewers of the Website may view examples of submitted Films.
- 21. Emirates reserves the right to randomly select which Material will be displayed on the Website or other channels and makes no representation that all Materials will be displayed. The Qualifying Entrant further grants Emirates and its affiliates a non-exclusive, worldwide license to use the Materials in any advertising or promotional material relating to this Promotion and any future similar promotions. The Qualifying Entrant hereby releases any right to examine or approve the advertising or promotional material that may be used alongside or the use to which it may be applied. The Qualifying Entrant agrees to indemnify Emirates against any claim arising from any third party as a result of the misuse by the Qualifying Entrant of a third party's intellectual property rights, copyright, trademarks or images.



- 22. IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN THE PROMOTION.
- 23. Submission of an Instagram Entry, Twitter Entry or Facebook Entry to the Promotion ("Entry") does not indicate the Entry has complied with these Terms. All Applications are subject to acceptance by Emirates. Emirates will review all submissions and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry (along with the Entrants who submitted them) that violates these Terms or is otherwise inappropriate without any notification or warning. The Entrant agrees that Emirates shall not be liable as a result of any refusal or failure to accept an application and no compensation shall be payable to any person in consequence of such action.

Winner Selection

- 24. One (1) entry shall be selected at random in a draw ("Winner") from all entries combined from every entry method outlined in clause 11. The Winner will be chosen on 2nd November 2015 by independent verification experts, PromoVeritas. The decision as to the Winner shall be of the Promoter and is final.
- 25. In the event that the Winner cannot be contacted, or fails to confirm acceptance of the Prize within 5 (five) working days of receiving notification; or is ineligible for entry into the Promotion, Emirates reserves the right to substitute them with another Qualifying Entrant determined in the same manner of Winner Selection.
- 26. Emirates may suspend, modify or withdraw the Promotion at their discretion if an event or circumstance occurs which is beyond the reasonable control of the Promoter.
- 27. The Winner will be notified by Emirates via a private message on Facebook or a direct message to their Instagram or Twitter account within 7 (seven) working days of the draw.

The Prize

- 28. The Winner will receive:
 - Return Y class tickets for the Winner and one (1) guest on an Emirates flight from the nearest airport (that Emirates serves in the Winner's country of residence) to Dubai ("Flights").
 - Three (3) nights hotel accommodation in a deluxe room at the JW Marriott Marquis in Dubai, (the "Accommodation");
 - Breakfast is included on all three mornings; and
 - Transfers to and from the hotel and airport only in Dubai (Collectively referred to as the "Prize").
- 29. Flights and Accommodation must be booked and taken within nine (9) months of Prize acceptance.
- 30. The prize is not transferable or exchangeable and cannot be redeemed for any other form of compensation. In the event for any reason the prize Winner does not take the prize, then that prize will be forfeited by the Winner and no other form of compensation will be supplied in lieu of that prize. If for any reason the prize is not available, the Promoter reserves the right to substitute another prize for it, in its sole discretion, of equal or higher value.
- 31. The Prize includes nothing other than that expressly stated to be included as part of the Prize. Proof of age may be required before the Prize can be given. Emirates reserves the right to substitute the prize for another prize of equal or greater value, should the need reasonably arise. The Winner and where applicable their guest will be responsible for all other costs and expenses associated with redeeming the Prize including but not limited to travel insurance, airfares, food, accommodation transfers (other than as provided for under these Terms) and any other ancillary costs associated with redemption of the Prize.
- 32. The choice of hotel accommodation provided will be at Emirates sole discretion and is based on two (2) persons sharing one (1) double room on a room only basis including applicable room tax. Emirates



reserve the right to amend the hotel accommodation at any time. If the Winner wishes to extend their trip, they must inform Emirates at the time of booking their flights, prior to tickets being issued. Additional nights can be purchased subject to availability and will be billed directly to the Winner by the hotel.

- 33. Flight tickets are valid on Emirates only and are non-extendable, non-transferable, non-re-routable, non-endorsable and non en-cashable and shall at all times be subject to availability and Emirates Conditions of Carriage and applicable ticket conditions as set out on the Emirates website. Flights must be booked and tickets must be issued within nine (9) months from acceptance of the prize. Once tickets are issued, any change in date is subject to a fee payable by the Winner. The Winner and where applicable their guest must travel together on the same dates / sectors on both outward and return journeys. If a Winner or where applicable the guest is unable to utilize the flights no cash alternative will be provided. All travel documentation and visas must be up to date and are the responsibility of the Winner and where applicable the guest. Flight tickets do not include access to the Emirates Lounges. Skywards miles are not accruable on the flights.
- 34. Nothing in this Agreement requires Emirates to provide transportation to any person except in accordance with:
 - Emirates General Conditions of Carriage for Passengers and Baggage and travel documents, including airline tickets and airway bills, issued by Emirates;
 - Emirates Schedule of Operations in place from time to time; and
 - The relevant immigration rules applicable to any ticket holder.
- 35. Except in accordance with and subject to the limitations set out in the Warsaw Convention 1929 (as amended by the Hague Protocol 1955), the Montreal Convention 1999, and its travel documents (including but not limited to airline tickets and airway bills), Emirates accepts no liability to any person for any liabilities, losses, claims, demands, costs or expenses arising directly or indirectly from the utilisation of Tickets provided pursuant to the Promotion.
- 36. Tickets shall be subject to the applicable terms and conditions which apply to the possession and use of the tickets. Tickets are non-transferable except as set out in the ticket conditions and cannot be sold, encashed or given away in any circumstances. Tickets cannot be used for commercial or promotional purposes.

Personal Information

- 37. Emirates collect and use the Qualifying Entrant's personal information (the "Data") in order to conduct the Promotion and may, for this purpose, disclose or transmit such information to third parties rendering services in relation to the Promotion. In processing the Data, Emirates may transfer it to countries which may not afford the same level of data protection as your country of residence. However, in all cases, Emirates undertakes to collect, process, store, save and transfer the Data in compliance with relevant data protection legislation in force from time to time. By entering the Promotion and providing the Data the Qualifying Entrant authorises Emirates to collect and process the Data in this manner.
- 38. In consenting to receive the Emirates Newsletter, the Qualifying Entrant authorises Emirates to retain and use the Data and transmit the Data for the purposes of issuing the Emirates Newsletter.
- 39. In consenting to direct marketing Emirates the Qualifying Entrant authorises Emirates to retain and use the Data for other direct marketing, which may involve sharing the Data with Emirates' offices, authorised agents, Emirates' other companies and/or brands, anyone to whom Emirates transfers their rights and duties, third party companies offering related services (including, for example, car rental, hotels, limousines, transfers, ancillary services), governments and government agencies, credit card and other payment card companies, and other airlines or providers of such related services.



- 40. The Winner agrees to participate in such reasonable publicity as may be requested by Emirates. The Winner agrees to the publication of their respective name and country in connection with the Promotion.
- 41. If the Qualifying Entrant would like to know what Data Emirates are holding about them and/or correct the Data that Emirates hold about them they should contact their local Emirates office.

Emirates Liability

- 42. Emirates will not be liable to perform any of its obligations under these Terms where it is unable to do so as a result of circumstances beyond its reasonable control including but not limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots or any other circumstances amounting to force majeure. Emirates accept no liability (and excludes all liability) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising.
- 43. Emirates accept no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by the Winner or where applicable the guest as a result of entering or participating in the Promotion or accepting the Prize. This exclusion does not include any liability for death or personal injury caused solely by the negligence of Emirates.
- 44. Entrants enter the Promotion at their own risk and agree to indemnify Emirates against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors' fees) and any claim arising from a participants own actions in any way in connection with the Promotion or a breach of a participants obligations hereunder.

General

- 45. Participation in the Promotion does not confer on the entrant any rights in or over any intellectual property arising in connection with the Promotion. Any Terms which are held to be invalid in any jurisdiction shall whenever allowed by the context be deemed to be replaced by such valid and enforceable terms and conditions whose contents are as close as permissible to those of the invalid or unenforceable Terms.
- 46. The names and countries of the Winner will be available by sending an email to emirates 360@synergy-sponsorship.com.

These Terms shall be governed by and construed in accordance with laws of England, and the English courts shall have exclusive jurisdiction in relation to any disputes arising.