

## **Sell Airline Ancillaries & Issue EMD-A on Travelport Smartpoint Campaign Terms and Conditions**

### **1. Sell Airline Ancillaries & Issue EMD-A on Travelport Smartpoint Campaign**

- 1.1 The Travelport Sell Airline Ancillaries & Issue EMD-A on Travelport Smartpoint campaign is run by Galileo Portugal Limited – Dubai Branch (“**Travelport**”). The campaign enables eligible IATA approved travel agents to stand a chance to one of twenty-one (21) Lulu supermarket vouchers, valued at 500 United Arab Emirate Dirhams each, when selling Airline Ancillaries and issuing EMD-A in a ticketed PNR, using Travelport Smartpoint version 7 or above (the “**Campaign**”).
- 1.2 The Campaign will commence at approximately 8am local time on **Tuesday 1 August 2017** and shall end at 11.59pm local time on **Tuesday 31 October 2017** (the “**Campaign Period**”).
- 1.3 Please read these terms and conditions carefully before participating in the Campaign (“**Terms and Conditions**”). By participating in the Campaign, Entrants agree to be bound by these Terms and Conditions and any other rules as may be set out in any Campaign material.

### **2. Eligibility**

- 2.1 In order to be eligible to enter and participate in the Campaign, the individual must:
- 2.1.1 be aged 18 years or over;
  - 2.1.2 be an employee of an IATA approved travel agency based in the United Arab Emirates, and with a point of sale in United Arab Emirates;
  - 2.1.3 have registered to receive communication from Travelport relating to its products and services;
  - 2.1.4 have sought approval and received authorization from the owner/manager of their employer;
  - 2.1.5 have successfully sold Airline Ancillaries and issued an EMD-A in a ticketed PNR, using Travelport Smartpoint version 7 or above; and
  - 2.1.6 have expressly and explicitly agreed to these Terms and Conditions, and any other rules as may be set out in any Campaign material, including the processing and transfer of personal data in accordance thereto.
- 2.2 An individual that satisfies the criteria outlined above shall be considered an eligible participant of the Campaign and shall be referred herein as an ‘**Entrant**’.
- 2.3 No purchase is necessary to participate in the Campaign.
- 2.4 Employees of Travelport and/or any of its wholly owned subsidiaries, and/or any suppliers connected with the administration of this Campaign (or their families) will not be eligible to participate in the Campaign.
- 2.4.1 An entry will be disqualified if the information (including email address and contact numbers) provided by the Entrant is invalid and/or if the Entrant ceases to be an employee of an IATA approved travel agency based in the United Arab Emirates, with a point of sale in United Arab Emirates.
- 2.5 Verification of the number of Airline Ancillaries and issued EMD-A’s in a ticketed PNR, using Travelport Smartpoint version 7 or above sold by an Entrant will be done by Travelport using its own data and records. The count in relation to the sale of Airline Ancillaries and issued EMD-A’s in a ticketed PNR, using Travelport Smartpoint version 7 or above will be reset at the start of each relevant month during the Campaign Period.

### **3. Prizes**

- 3.1 The Campaign prizes, being Lulu Supermarket shopping vouchers in the value of 500 United Arab Emirates Dirhams each, will be awarded on a monthly basis to the seven (7) Entrants with the highest number of Airline Ancillaries and issued EMD-A's in a ticketed PNR, using Travelport Smartpoint version 7 or above sold in that relevant month (during the Campaign Period).
- 3.2 The seven winning Entrants in each month will be notified by telephone that they have won the prize, by the 15<sup>th</sup> day of the following month. Any notification is subject to the Entrant providing a working contact number and being contactable. Written confirmation will be sent by email to the address provided on the entry form within ten (10) days of the draw date (the "**Confirmation Email**").
- 3.3 A winning Entrant must respond to the Confirmation Email within seven (7) days of the date on which Travelport sent the Confirmation Email. If no response is received within seven (7) days, Travelport reserves the right to select another winner and the original winning Entrant shall no longer be entitled to the prize.
- 3.4 If a winning Entrant decides not to accept the prize, he/she must notify Travelport of such decision in writing within seven (7) days of the date on which Travelport sent the Confirmation Email and will, with effect from the date of such notice, forfeit any and all claim to the prize won but declined. Travelport reserves the right to deal with the prize declined in such manner as it, in its absolute discretion, thinks fit.
- 3.5 Travelport excludes any liability in relation to the prizes and makes no warranty or representation of their quality or fitness for purpose, and any issues of any nature are to be directed directly to Lulu Supermarket. No alternative prize (including without limitation a cash alternative) will be awarded.
- 3.6 The prizes are non-transferable. In the unlikely event any prize becomes unavailable, Travelport reserves the right to substitute that prize with another that it, at its sole discretion, may determine as being of equal value.
- 3.7 The award of a prize to each winning Entrant shall fully and effectively discharge Travelport from any liability for awarding the prize.
- 3.8 Any costs incurred additional to the prize cost, will be at the winning Entrant's own expense.

### **4. General**

- 4.1 These Campaign Terms and Conditions are to be interpreted in accordance with the laws of the United Arab Emirates.
- 4.2 If Travelport, in its reasonable opinion, believes that an Entrant has deliberately manipulated his or her entry into this Campaign, Travelport may (at its sole and absolute discretion) exclude such Entrant from this Campaign.
- 4.3 Travelport has arranged this Campaign in good faith. Travelport reserves the right to change, modify or cancel the Campaign if circumstances require it.
- 4.4 Travelport will promote the success of the Campaign and the winning Entrant through planned marketing activities during and/or at the end of the Campaign and will publicize the winning Entrants. Each Entrant expressly confirms their agreement to take part, and consents to the use of their name, photograph or likeness, and details about them for such purposes, in any associated publicity if they win, without additional payment or permission.
- 4.5 Personal information about Entrants will be used for the management of entries, to inform the winning Entrant that they have won and to deliver the prize. Personal information of Entrants who have not won will only be used for marketing purposes (if Entrants have indicated as such on the Entry Form) and in accordance with Travelport's privacy statement available on [www.travelport.com](http://www.travelport.com). Travelport can provide a copy of the information held about the Entrant upon written request.

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- 4.6 Travelport does not guarantee availability of its system for bookings, nor that access to, or availability of the system will be uninterrupted.
- 4.7 Travelport is not liable for any costs, claims, damages or loss suffered by any person as a result of entering this Campaign occasioned by any failure, however caused, in the fulfilment of the terms of this Campaign, except that no term in this campaign will operate to limit the liability of any party for death or personal injury caused by negligence.
- 4.8 In no event will Travelport be liable for any damages resulting from:
- 4.8.1 loss of data or use, loss of revenue, loss of profits, loss of contracts, loss of anticipated savings, loss of goodwill or third party claims; or
  - 4.8.2 any losses or damages that are indirect or secondary consequences of any act or omission of Travelport, its employees, representatives or sub-contractors, whether such losses or damages were reasonably foreseeable or actually foreseen.
- 4.9 Travelport hereby excludes any liability of any kind relating to any problems of whatever nature which have been caused in the reasonable opinion of Travelport by any Entrant's failure to comply with its obligations under these Terms and Conditions.
- 4.10 All liability that is not expressly assumed by Travelport in these Terms and Conditions is hereby excluded to the fullest extent permitted by law, save that Travelport shall not seek to exclude or limit its liability for fraud. These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For the purposes of this Clause 4.10, a reference to Travelport includes Travelport's group companies, employees, sub-contractors, representatives and suppliers.
- 4.11 Travelport's decision is final and no correspondence will be entered into.
- 5. Entrant Tax Liabilities**
- 5.1 Travelport makes no representations as to any income, use, excise or other tax liability of any Entrants as a result of their participation in the Campaign.
- 5.2 Entrants are wholly responsible for the payment of all and any tax or other liabilities including without limitation any income tax in respect of any benefit or goods and services received from the Campaign. Entrants agree to indemnify Travelport (and keep Travelport indemnified) in respect of any claim or demand for tax or other amounts (including penalties and interest) which may be assessed by the relevant tax authorities by reason of the participation of the Entrant in the Campaign or any award made under or in connection with this Campaign, together with any costs and/or expenses (including legal and consultancy fees) incurred by the relevant tax authorities in connection with any such assessment.