

VIRGIN AUSTRALIA HOLIDAYS TERMS AND CONDITIONS

Virgin Australia Holidays General Terms and Conditions		Mystery Breaks, AFL Travel and Supercars Travel General Terms and Conditions
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Part A. INTRODUCTION

1. General

- a. These Terms and Conditions govern all bookings for Virgin Australia Holidays Packages, including AFL Travel, Supercars Travel and Mystery Breaks products (“Terms and Conditions”).
- b. Virgin Australia Airlines Pty Ltd ABN 36 090 670 965 (trading as "Virgin Australia Holidays", "AFL Travel" and "Supercars Travel") (**Virgin Australia**) acts as an agent for you in making the arrangements for transportation (including for flights other than flights operated by Virgin Australia), accommodation, insurance, car hire, tours, sightseeing, transfers, activities, events and other components of your Virgin Australia Holidays Package.
- c. It is your responsibility to read and understand these Terms and Conditions and to keep familiar with the current features of Virgin Australia Holidays Packages.
- d. These Terms and Conditions apply to bookings made for Virgin Australia Holidays Packages through the Virgin Australia Holidays Website, AFL Travel Website, Supercars Travel Website, the GCC or through a travel agent.
- e. Bookings made for Mystery Breaks Packages, AFL Travel and Supercars Travel are subject to additional terms and conditions, which are set out in Part C, Part D, and Part E of these Terms and Conditions. If there is an inconsistency between the terms and conditions set out in Part A and Part B and Part C, D, E of these Terms and Conditions, the term and conditions in Part C, D, E will apply to the extent of the inconsistency.
- f. References to 'we', 'us' and 'our' are references to Virgin Australia and all Suppliers who each may separately enforce these Terms and Conditions.
- g. This site, and each of its modules, together with the arrangement and compilation of the content found on this site, is the copyrighted property of either Virgin Australia or is licensed to Virgin Australia by the AFL, Supercars, their affiliates, partners and/or Virgin Australia's Suppliers. You agree not to, except as permitted under the applicable law, copy, reproduce, republish, upload, post, transmit, distribute or otherwise communicate or cause to be displayed to the public any of the content found in this site without the prior written permission of Virgin Australia except that you may download, display and print the materials presented on this site for your personal, non-commercial use only.
- h. **Australian Consumer Law:**
 - i. You have certain rights under the Australian Consumer Law . These include consumer guarantees that the services we provide to you will be carried out by us with due care and skill, will be fit for the purpose and will be supplied within a reasonable time.
 - ii. Where we fail to provide services to you in accordance with these consumer guarantees or otherwise in accordance with these Conditions of Carriage or your Fare Rules, then you may have a right to seek a remedy from us in accordance with our Policies and any applicable Law, including the Australian Consumer Law.

These terms and conditions do not exclude or limit the consumer guarantees or any other statutory rights that you may have under applicable Laws (including the Australian Consumer Law and the Civil Aviation (Carriers' Liability) Act 1959 (Cth)). To find out more about your consumer rights, please [click here](#).

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2. Definitions

Unless the context otherwise requires, the following definitions apply:

AFL Travel means the holiday package business operated by Virgin Australia for the Australian Football League..

AFL Travel Package means a Virgin Australia Holidays Package which includes a ticket to an AFL match and may be booked through the AFL Website (www.afltravel.com.au) or the Guest Contact Centre, which is booked in accordance with Part D of these Terms and Conditions.

AFL Website means the website located at www.afltravel.com.au

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Booking means the booking request made by you or on your behalf, and accepted by us for a Virgin Australia Holidays Package and any document or message from us relating to Booking.

Conditions of Carriage means the conditions of carriage which govern your travel on the flight component of your Virgin Australia Holidays Package and which will be located on the applicable Participating Carrier's website.

Convention means (as applicable): the Convention for the Unification of Certain Rules Relating to International Carriage by Air (1929) ("Warsaw Convention"); the Warsaw Convention as amended at The Hague (1955); the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975); the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); the Guadalajara Convention (1961); and the Montreal Convention (1999) ("Montreal Convention").

Domestic/Domestic Booking means holiday packages for which the origin and destination points are wholly within Australia.

Guest Contact Centre (GCC) means the guest call centre operated by Virgin Australia Holidays.

International/International Booking means holiday packages for which either the origin or destination points are outside Australia.

Laws means the laws of any nation which apply to your travel with Virgin Australia.

Loss means any loss, damage, cost or expense, including consequential or indirect loss, loss of savings, business opportunities, revenue, profit and/or damage to goodwill.

Mystery Breaks Package means a Virgin Australia Holidays Package, which is booked in accordance with Part C of these Terms and Conditions.

Mystery Breaks Terms and Conditions mean the terms and conditions applicable to Mystery Breaks Packages, which are set out in Part C of these Terms and Conditions.

Optional Services or Travel Extras means any additional ancillary item (car hire, insurance, transfers, land tours and other components of a Virgin Australia Holidays Package) but excluding air travel and accommodation components, which are purchased at the time of booking.

Participating Carrier means an airline which provides air travel services as part of a Virgin Australia Holidays Package and includes airlines in the Virgin Australia Group.

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Privacy Policy means the privacy policy published on the Virgin Australia Holidays Website, as amended from time to time.

Supercars Travel means the holiday package business operated by Virgin Australia for V8 Supercars Australia.

Supercars Travel Website means the website at travel.supercars.com.

Supercars Travel Package means a Virgin Australia Holidays Package which includes a ticket to a Supercars Travel event and may be booked through the Supercars Travel Website (travel.supercars.com) or the Guest Contact Centre, which is booked in accordance with Part E of these Terms and Conditions.

Supplier means the supplier of a service which is part of a Virgin Australia Holidays Package but which is not a Virgin Australia Group company.

Travel Documentation means the documentation we will provide you, which relates to your booking for a Virgin Australia Holidays Package and includes your itinerary.

Velocity Membership Number means the membership number allocated by Velocity Rewards Pty Ltd ACN 116 089 448 as trustee of The Loyalty Trust to a Velocity member at the time they become a member.

Virgin Australia Group means Virgin Australia and its related bodies corporate and Virgin Australia International Airlines Pty ABN 63 125 580 823 and its related bodies corporate and its related bodies corporate, and any agents, servants, representatives, contractors of the Virgin Australia Group.

Virgin Australia Holidays Packages means a holiday package, which includes one or more components of travel related services, which are sold as a package by Virgin Australia and includes AFL Travel Packages, Supercars Travel Packages and Mystery Breaks Packages.

Virgin Australia Holidays Website means the website located at the following website links: www.travel.virginaustralia.com/au/holidays, www.virginaustralia.com.au/holidays and www.virginaustralia.com/mysterybreaks, or any other website that utilises the Virgin Australia Holidays booking engine, including the AFL Travel Website and Supercars Travel Website.

Virgin Australia Website means the website located at www.virginaustralia.com

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Part B. VIRGIN AUSTRALIA HOLIDAYS PACKAGES

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1. Suppliers

- a. Virgin Australia does not own, manage, control or operate any of the transportation, accommodation, insurance, car hire, tours, sightseeing, transfers, activities, events or any services included in your Virgin Australia Holidays Package (other than flights operated by the Virgin Australia Group)..
- b. All coupons, receipts, bookings and tickets are issued subject to the terms and conditions specified by Suppliers. It is important for you to obtain and read the terms and conditions for services provided by Suppliers, which are included in your Virgin Australia Holidays Package, as they may contain exclusions or limitations of liability to the extent permitted by the Australian Consumer Law (including some which limit or exclude liability for death, personal injury, delay and loss or damage to baggage) and other terms and conditions (including restrictions on amendment or cancellation) imposed by the Supplier.
- c. All descriptions and itineraries have been prepared with information received from Suppliers. Virgin Australia is not responsible for any incorrect or inaccurate information contained in Virgin Australia Holidays Package descriptions or itineraries where that information has been provided by a Supplier and will not be liable for Loss (including personal injury or property damage) you may incur as a result of a Supplier providing incorrect or inaccurate information about a product or service in your Virgin Australia Holidays Package.
- d. We reserve the right to substitute accommodation or other components of an equivalent or better standard due to unavailability of the advertised product.
- e. Accommodation booked as part of a Virgin Australia Holidays Package is provided by Travelscape, LLC or Vacationspot, SL (or any other Expedia group member as designated by Expedia) shall be treated by any Tax authority in any pertinent jurisdiction as the supplier to the User of Expedia-Collect Bookings and the accommodation component of a Package for VAT (Value Added Tax) purposes as applied by Directive 2006/112/EC (where applicable). For full Expedia Terms & Conditions visit [here](#).

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2. Terms of Use

The Terms of Use for the Virgin Australia Holidays Website are located at: <http://www.virginaustralia.com/au/en/about-us/legal-policies/terms-of-use/>

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3. Participating Carriers Liability

- a. To the extent permitted by law, Virgin Australia and other Participating Carriers will not be responsible or liable for any loss or damage incurred by any person (including personal injury and property damage), which arises directly or indirectly from a booking made for a Virgin Australia Holidays Package, aside from the liability that may be incurred as a carrier.
- b. Virgin Australia Holidays Packages which include a flight component with Virgin Australia and other Participating Carriers are subject to the Conditions of Carriage.
- c. Participating Carriers (other than Virgin Australia) do not represent themselves as contracting with any purchaser of a Virgin Australia Holidays Package or as having any other legal relationship with any such purchaser.

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4. Bookings

- a. Bookings made via any channel are based upon the current price given by the goods and/or service provider at the time the booking is generated.
- b. The person carrying out a booking shall be deemed to have accepted these Terms and Conditions on behalf of all persons named in the booking (including those added at a later date).
- c. Any verbal quotes given via the Guest Contact Centre are estimates only that will be subject to a written advice upon confirmation of the reservation.
- d. To the extent permitted by law the person carrying out a booking acknowledges that Virgin Australia may deny a booking request for any or no reason.
- e. No employee, contractor or agent of Virgin Australia or the Virgin Australia Group is authorised to vary these Terms and Conditions or any other terms under which any person agrees to purchase a Virgin Australia Holidays Package. However, Virgin Australia's duly authorised employees and contractors may in certain circumstances waive specific terms or amounts payable. A waiver on one occasion does not constitute a waiver on any other occasion.
- f. A fee applies to bookings made via the Guest Contact Centre. Refer to clause 17 of these Terms and Conditions.
- g. Bookings for AFL Travel Packages and Supercars Travel Packages can be made on the AFL Travel Website or Supercars Travel Website as relevant or through the Guest Contact Centre. Bookings for AFL Travel Packages and Supercars Travel Packages made through the Guest Contact Centre will incur a fee, in accordance with clause 16 of these Terms and Conditions for more information.
- h. Bookings made for AFL Travel Packages are subject to these Terms and Conditions, including Part D and any additional terms and conditions which may be published on the AFL Travel Website from time to time. In the event of an inconsistency between these Terms and Conditions and the terms and conditions on the AFL Travel Website, the terms and conditions on the AFL Travel Website will apply to the extent of the inconsistency.

- i. Bookings made for Supercars Travel Packages are subject to these Terms and Conditions, including Part E and any additional terms and conditions which may be published on the Supercars Travel Website from time to time. In the event of an inconsistency between these Terms and Conditions and the terms and conditions on the Supercars Travel Website, the terms and conditions on the Supercars Travel Website will apply to the extent of the inconsistency.
- j. Bookings are not transferrable or refundable except as otherwise as set out in these Terms and Conditions or in accordance with your rights under the Australian Consumer Law.
- k. Name changes are not permitted for any bookings.

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5. Exclusions

The following items are not included in the price of your Virgin Australia Holidays Package, unless we otherwise advise you: passport and visa charges where applicable, airport taxes (where not pre-payable or pre-paid), items of a personal nature such as drinks, room service, laundry, own meals (unless specified), baggage charges, excess baggage, personal & baggage insurance, telephone calls and postage and the cost of anything else not expressly identified as being included in the Virgin Australia Holidays Package.

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6. Prices

Our website is based in Australia and therefore all prices are quoted in Australian dollars. Transactions completed outside of Australia will be displayed in Australian dollars through the booking process, and charged in local currency at the rate of exchange determined by the credit card holder's financial institution.

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7. Fulfillment

- a. You understand that all products and services purchased require fulfillment and documentation, such as issuance of air tickets and travel vouchers.
- b. Fulfillment is performed during normal office hours. As such, any travel requests and bookings made require a minimum processing time, depending on how you made your booking and where you are travelling. The following processing times apply:
 - i. Domestic and International Bookings made through the Virgin Australia Holidays Website must be made at least 48 hours prior to departure.
 - ii. Domestic Bookings made via the Guest Contact Centre must be made at least 24 hours prior to departure.

- iii. International Bookings made via the Guest Contact Centre must be made at least 48 hours prior to departure.
- c. All reservations are subject to availability.
- d. We are not liable for or in connection with any Loss arising from non-fulfilment of a booking that cannot be fulfilled between the time of booking and the time of departure.
- e. If we are unable to fulfil a booking between the date of booking and the time of departure, we will refund to you all un-utilised monies collected from you for that booking to your original form of payment within 7 days.

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8. Documentation

- a. Travel Documentation (other than Travel Documentation for a Mystery Breaks Package) will be sent to the email address you provide at the time of booking, after we receive confirmation of your payment.
- b. If you book a Mystery Breaks Package, you will receive your Travel Documentation 1 to 4 days prior to your departure date. Further information relating to your Mystery Breaks Package is set out in Part C of these Terms and Conditions.

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9. Invoice

We can only issue an invoice for the total amount paid for a Virgin Australia Holidays Package. Our contractual obligations with Suppliers do not allow us to issue an invoice for the individual travel components of a package. Invoices are not provided at the time you make a booking but are available on request.

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10. Invoice errors or omissions

We reserve the right to correct any errors in rates quoted or miscalculated for any Virgin Australia Holidays Package or any other product or service quoted on the Virgin Australia Holidays Website or via the Guest Contact Centre.

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11. Goods and Services Tax

All prices and charges are inclusive of Australian GST where applicable.

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12. Full Payment

Full payment for your Virgin Australia Holidays Package is due at the time you make your booking. If for any reason payment does not clear or is rejected, the booking will be cancelled, any deposit amount already paid will be forfeited and the appropriate cancellation charges will apply at our discretion.

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13. Deposit Payment

If for any reason a deposit payment has been made and then the booking is cancelled, any deposit amount already paid will be forfeited and the appropriate cancellation charges will apply at our discretion.

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14. Amendments

- a. The provisions of this clause 14 do not apply to Mystery Breaks Packages. Refer to the Mystery Breaks Terms and Conditions for more information.
- b. Amendments must be notified at least 48 hours prior to the day of departure and will incur a fee. Refer to clause 16 of these Terms and Conditions. You will also be required to pay any fare difference and any charges levied by Suppliers (which can be up to 100% of the cost of the booking).
- c. Amendments inside 48 hours for bookings will result in forfeiture of the total cost of the booking.

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15. Cancellations

- a. The provisions of this clause 15 do not apply to Mystery Breaks Packages. Refer to the Mystery Breaks Terms and Conditions for information regarding cancellation of Mystery Breaks Packages.
- b. You must notify us of any cancellations at least 48 hours prior to the day of departure by calling our Guest Contact Centre.
- c. A cancellation fee of AUD\$80.00 per person applies, capped at AUD\$320 per booking, plus any cancellation or other charges levied by Suppliers (which can be up to 100% of the cost of the booking).

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16. Credit Shells

- a. Any credit balance resulting from your original booking as a result of cancellations or amendments (after deducting any applicable cancellation or amendment fees and any other charges) will be held in credit and can be used toward future bookings for Virgin Australia Holidays Packages.

- b. All credits are valid for 12 months from the original booking date. A credit held from an amended or cancelled booking departing Australia can only be applied to a new booking departing Australia. A credit held for a cancelled booking departing New Zealand can only be applied to a new booking departing New Zealand. Future bookings utilising such credit can only be made by calling our Guest Contact Centre, a phone booking fee will apply.
- c. For refund of travel insurance premium, please refer to clause 24.c of these Terms and Conditions.

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17. Fees

- a. You will incur a fee if you:
 - i. Book a Virgin Australia Holidays Package through the Guest Contact Centre;
 - ii. Amend any part of your booking for a Virgin Australia Holidays Package;
 - iii. Cancel your booking for a Virgin Australia Holidays Package.
- b. The applicable fee will be the fee published on the [fees and charges page](#) of the Virgin Australia Website on the date you request the service.
- c. You will be charged a fee if you make a booking for a Virgin Australia Holidays Package using a credit card. The applicable fee will be the fee published on the [fees and charges page](#) of the Virgin Australia Website on the date you make your booking. The credit card fee will be charged per booking and will be added to the total price of your booking.
- d. Additional fees may be levied by Suppliers and/or fare or rate difference which can be up to 100% of the booking value.

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18. Hotel Policies and Bedding Information (General)

When you book a Virgin Australia Holidays Package that includes accommodation, the following terms and conditions will apply to your booking unless we expressly advise you to the contrary:

- a. Hotel rates quoted are based on double occupancy, per room per night in existing bedding, unless otherwise stated in the description of your Virgin Australia Holidays Package. "Double occupancy" means two people sharing one room. Charges for extra persons and/or children may apply and will be charged directly by the hotel.
- b. Any incidental charges such as parking, phone calls, room service, additional bedding or any additional surcharges are not included in the price of your Virgin Australia Holidays Package and must be paid by you directly to the Supplier. You may not earn loyalty program points for any amounts paid directly to the Supplier.

- c. Hotels may have a minimum age requirement. If guests do not meet the minimum age requirements, they must be accompanied by a parent or guardian. Please contact the Guest Contact Centre to confirm the minimum age requirements for your particular hotel.
- d. Photo identification may be required at check-in.
- e. Guests may be required to present a valid credit (not debit) card or cash deposit at check-in for incidentals.
- f. Prices quoted are based on existing bedding in the room. Requests for particular bedding arrangements must be made at the time of booking by contacting our Guest Contact Centre and may incur additional charges, which are payable directly to the hotel.
- g. Ratings are assigned to hotel properties based on information supplied by hotels. Ratings are validated based upon the most up-to-date research conducted by hotel experts at a leading online travel agency in accordance with industry standards. The ratings are objective evaluations of a hotel's level of comfort and style based on a number of criteria, which may include on-site inspections, post-trip customer feedback, and quality of amenities and staff.

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19. Unused Land Service

To the extent permitted by law, there will be no refund, credit or exchange for any unused land services once travel on your Virgin Australia Holidays Package has commenced, unless you are entitled to a refund under the Australian Consumer Law.

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20. Product descriptions

Product descriptions featured on the Virgin Australia Holidays Website and throughout Virgin Australia Holidays promotional material are based on current contractual agreements with Suppliers and information provided by Suppliers. Any facilities shown as included are subject to change at any time prior to you making a booking for a Virgin Australia Holidays Package.

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21. Maps and photographs

Maps are shown for general information and may not reflect actual routings, locations or services provided. Whilst photographs display places in geographic areas, they are not necessarily included in any holiday. Photos reflecting hotel rooms may not be specific to the actual room assigned upon check-in.

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22. Optional Services or Travel Extras

- a. On some occasions, you may be required to contact a Supplier directly to arrange for pick-up/drop-off times, appointments or other services which form part of your Virgin Australia Holidays Package. Any requirements for you to contact a Supplier directly will be specified in the Travel Documentation.
- b. Minimum age licensing restrictions may apply. For example, a requirement to have an open driver's licence may apply to some Optional Services, including car rental bookings, activities or events.

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23. Baggage

- a. You must read all Suppliers policies with respect to the carriage of baggage, which apply to your Virgin Australia Holidays Package. Suppliers may have policies that restrict the size, number, weight and dimensions of allowable luggage (both carry-on and registered baggage).
- b. Some Suppliers may charge a baggage fee if you carry luggage that exceeds the restrictions or allowances outlined in each individual policy. Any fees payable to Suppliers for the carriage of baggage will be in addition to the cost of your Virgin Australia Holiday Package unless we otherwise expressly state.
- c. Where your Virgin Australia Holidays Package includes air travel on a service operated by the Virgin Australia Group, you can purchase additional baggage at the time you make your booking or by contacting the Guest Contact Centre if you wish to add baggage to an existing booking.
- d. Unless otherwise stated, your Mystery Breaks Package will include one (1) piece of checked in baggage per person weighing up to 23kg. Refer to the Mystery Breaks Terms and Conditions for more information.

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24. Travel Insurance

- a. Air travel is inherently uncertain. We strongly recommend you seek advice on obtaining insurance prior to travel and to discuss insurance options. We suggest that the policy should include, but not be limited to, the following cover: loss or damage to personal baggage; loss of money; and emergency medical expenses incurred during travel.
- b. You may purchase travel insurance as part of your Virgin Australia Holidays Package through our travel insurance partner by selecting the insurance offered under "Optional Services" when you make your booking online or through the GCC. You must read the product disclosure statement for the type of travel insurance you wish to purchase prior to making the purchase and you should seek independent advice about whether that option is suitable for your requirements.
- c. A fourteen (14) day cooling off period ("Cooling-Off Period") applies to travel insurance purchased as part of your Virgin Australia Holidays Package. If you cancel the travel

insurance component of your booking or cancel your entire Virgin Australia Holidays Package prior to the expiry of the Cooling-Off Period, you will receive a refund of your travel insurance premium. If you cancel your travel insurance or Virgin Australia Holidays Package outside the Cooling-Off Period, you will forfeit the amount paid for travel insurance as part of your booking, in addition to any other cancellation fees we may charge you in accordance with these Terms and Conditions.

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25. Passports and visas

- a. You are solely responsible for the following:
 - i. ensuring you meet all passport, visa (including any and all transit visas) and health requirements which are relevant to your Virgin Australia Holidays Package; and
 - ii. ensuring your travel documentation is correct.
- b. Many countries require that foreign nationals entering hold a passport with at least six (6) months validity remaining. This information as well as any other related information we supply when you book your Virgin Australia Holidays Package and any links within the site are supplied in good faith and should be treated guidelines only.

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26. Limitation of Liability

- a. We are not able to limit our obligations to you under the Australian Consumer Law, the Conventions or other applicable Laws.
- b. To the extent we are permitted to limit our liability to you under applicable Law and Conventions, and subject to these Terms and Conditions, Virgin Australia is not liable for or in connection with any:
 - i. Illness, injury or death of any person, including (without limitation) any illness, disability or personal injury to you, or your death, caused or aggravated by air travel or any use of products or services included in your Booking where such travel posed a risk to you due to your age, physical or mental condition;
 - ii. Loss caused by your negligence or breach of these Terms and Conditions or your failure to comply with applicable Laws, regulations, orders or requirements of any applicable country;
 - iii. Loss caused by our compliance with applicable Laws, regulations, orders or requirements of any applicable country;
 - vi. Loss arising out of or in any way connected to the provision of a Virgin Australia Holidays Package or any other products or services to you (whether arising from negligence or otherwise) including, without limitation, any change to the transport or

services described in or covered by the Booking, inaccuracies or errors in any information related to transport, services or pricing, delays, disruptions or Loss sustained to baggage.

- c. To the extent permitted by Law and subject to your rights under Australian Consumer Law, our liability for a breach of these Conditions or related obligations will not exceed re-supply or the payment of the cost of re-supply of the service in question.
- d. We will rely on all limitations of liability and defences under the Convention and any applicable Laws. We reserve all rights against any other person, including rights of contribution and indemnity
- e. These Terms and Conditions are governed by the laws of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts in that state.

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27. Privacy

- a. You agree that your Personal Information will be managed by Virgin Australia in accordance with the Privacy Policy, which is available on the Virgin Australia Website. If you would like to receive a copy of the Privacy Policy by post please contact our Guest Contact Centre.
- b. Virgin Australia is required to collect your Personal Information in order to process your booking for a Virgin Australia Holidays Package, and to communicate with you about your booking. If Virgin Australia cannot collect from you the minimum amount of Personal Information required to complete your booking, it will not be able to process your booking for a Virgin Australia Holidays Package and a contract is not formed with us.
- c. If your Virgin Australia Holidays Package includes a flight to the United States, Virgin Australia will need to collect certain personal information from you, and disclose this to Virgin Australia, in order to comply with US border security requirements. Virgin Australia is required to provide the United States Transportation Security Administration (TSA) with your full name, date of birth and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. **If we are not able to collect and disclose this Personal Information, you may not be able to travel with Virgin Australia to the United States or pass through border security in the United States.**
- d. This clause 27 will survive termination or expiration of these Terms and Conditions.

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28. Marketing

a. You consent to receiving electronic messages marketing communications from us containing marketing and promotional material and subject to any applicable Law, agree that we do not need to include an "unsubscribe" facility in any electronic message sent to you for the purposes of the Spam Act 2003 (Cth).

b. Virgin Australia may contact you by text message, email or other digital service (such as through our applications that you install on your device such as a mobile or iPad), phone or post to let you know about flight specials, our promotions or any new or existing products or services, and those of our related companies, Velocity Frequent Flyer and partners, that may be of interest to you pre or post holiday. You will receive these communications even if you have not subscribed to V-Mail Sales Alerts. You can read more about our marketing practices in our Privacy Policy, including how to manage your marketing communications preferences.

c. The consent contained in this clause 28 may not apply if you are a European resident.

29. Contact Us

Should you have any queries or require any further information on these Terms and Conditions, please send an email to: enquiries@virginaustraliaholidays.com and we shall respond to you as soon as we can. Alternatively, you may call us at **13 15 16** or within New Zealand on **0508 13 15 16**, or outside Australia & New Zealand on **+61 7 3333 6600**.

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30. Consumer Claims

Consumer claims should be made with supporting documentation. Such claims should be addressed and forwarded to the Guest Contact Centre at enquiries@virginaustraliaholidays.com or mailed to the attention of Virgin Australia Holidays Manager at PO Box 1034, Spring Hill, QLD 4006.

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31. Velocity

Please read our full [Velocity Terms and Conditions](#).

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32. Virgin Australia Lounge Access

Selected Virgin Australia Holidays Packages may include Virgin Australia Lounge access. If your Virgin Australia Holidays itinerary indicates you are eligible for Lounge access, you will be entitled to one Single Entry Virgin Australia Lounge pass per Guest travelling on the Virgin Australia Holidays package booking, for each leg of their journey.

- - a. Each Single Entry Lounge pass may be used one time only, for a maximum period of two hours prior to the scheduled departure time of the Guest's flight at domestic lounges in Australia only. Lounge passes will be allocated to each Guest in the booking where their Velocity Membership Number is provided. Where a Velocity Membership Number cannot be provided, Lounge passes will be allocated to the Velocity Membership Number of the lead Guests in the booking. Velocity Membership Numbers will be collected at the time of booking or can be provided to Virgin Australia Holidays at least 7 days prior to the date of travel. Guests who are not members of the Velocity Frequent Flyer program will need to join through the booking process or join separately to be eligible for Lounge access.
 - b. Access to a Lounge with a Single Entry Lounge pass is subject to space availability at all time, and may not be available for use during peak period and high capacity utilisation of Lounges. Rain checks are not available and the benefit will be forfeited on that leg of travel where a Lounge does not exist or where the Guest does not utilise the benefit. Single Entry Lounge passes cannot be transferred to other people.
 - c. Guests travelling on connecting flights to reach their destination are not eligible for Lounge access at the connecting point. Single Entry Lounge passes may only be used at the departure airport on the day of departure and at the airport at the start of your return journey.
 - d. The Virgin Australia Single Entry Lounge pass does not allow access to international Lounges. Guests travelling to or from cities as part of their Virgin Australia Holidays Package booking where a Virgin Australia Lounge does not exist will not be eligible for Lounge access. Access is subject to the Virgin Australia [Lounge Terms and Conditions](#) and the Virgin Australia [Lounge Rules](#). More information is available at www.virginaustralia.com/lounge.

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Part C. MYSTERY BREAKS TERMS AND CONDITIONS

1. General

- a. The terms and conditions set out in this Part C apply to your purchase of a Mystery Breaks Package, and are in addition to all other provisions in these Terms and Conditions.
- b. In the event of an inconsistency between the Mystery Breaks Terms and Conditions and the remainder of these Terms and Conditions, the provisions of the Mystery Breaks Terms and Conditions set out in this Part D will apply to the extent of the inconsistency.

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2. Bookings

- a. Mystery Breaks Packages are for a maximum of two (2) people per booking and must be made at least fourteen (14) days prior to departure date of the Mystery Breaks Package with a valid credit card.
- b. You may not cancel or change a Mystery Breaks Package. The total value of your booking will be forfeited if you do not travel on your Mystery Breaks Package.
- c. A booking for a Mystery Breaks Package cannot be combined with any other Virgin Australia or Virgin Australia Holidays credit shells, promotion vouchers, gift card, gift vouchers, discount coupons or Velocity vouchers exchanged for points.
- d. Infants are not eligible to travel on a Mystery Breaks Package.
- e. For any bookings made with only 1 traveller, a single supplement fee of \$160 is payable in addition to the cost of the Mystery Breaks Package.
- f. A fee of \$200 is payable on any packages departing from Perth, in addition to the cost of the Mystery Breaks Package.
- g. We cannot provide any information on Mystery Breaks booking until we send you your Travel Documentation, which will arrive 1-2 days prior to your departure date.
- h. We cannot guarantee your chosen excluded destination will not be selected for your Mystery Breaks Package.
- i. We reserve the right to deny a request for a booking of a Mystery Breaks Package for any or no reason. If for any reason we cannot fulfil your Mystery Breaks Package, you will receive a full refund for the booking back to your original form of payment.
- j. Peak Travel Periods: We may not be able to confirm a reservation during peak Australian school holidays and over Australian public holidays. Should we not be able to confirm your Mystery Breaks Package on the dates requested, a Mystery Break Gift Voucher or full refund will be offered to you within 48 hours.

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3. Hotels

A minimum standard of accommodation (Property Rating of 4+ or higher) is included as part of a Mystery Breaks Package. Ratings are assigned to hotel properties based on information provided by Suppliers. Ratings are validated based upon the most up-to-date research conducted by hotel experts at a leading online travel agency in accordance with industry standards. The ratings are objective evaluations of a hotel's level of comfort and style based on a number of criteria, which may include on-site inspections, post-trip customer feedback, and quality of amenities and staff. Please see Hotel Policies and Bedding Information (General) in Part A of these Terms and Conditions for more information.

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4. Travel Agents

Travel Agents cannot earn commission on bookings for Mystery Breaks Packages.

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5. Mystery Breaks Gift Vouchers

- a. Gift vouchers for Mystery Breaks Packages are emailed to the nominated email address within 48 hours of your purchase.
- b. You are responsible for the safety and use of your Mystery Breaks gift voucher, and should treat it as cash. We are not able to replace or refund your Mystery Breaks gift voucher if the voucher is lost or stolen.
- c. The full amount of the Mystery Breaks gift voucher must be used in a single booking. No credit or refund will be given for amounts not used on the voucher.
- d. Mystery Break gift vouchers can only be redeemed 14 days prior to the departure date of your chosen Mystery Breaks Package.
- e. Mystery Breaks gift vouchers are valid for 3 years from date of creation.
- f. You cannot purchase a Mystery Break Gift Voucher by redeeming a Mystery Breaks gift voucher

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6. Bookings

Mystery Breaks Packages are for a maximum of two (2) people per booking and can only be made fourteen (14) days prior to departure date of the Mystery Breaks Package with a valid credit card.

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7. General

The terms and conditions set out in this Part C apply to your purchase of a Mystery Breaks Package, and are in addition to all other provisions in these Terms and Conditions.

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Part D. AFL TRAVEL TERMS AND CONDITIONS

AFL Travel further disclaimer and Conditions of Entry:

1. Prices are based on dates relevant to the date of the selected AFL match and the departure ports of the selected AFL match team home cities. The guest carrying out the booking on the AFL Travel site is ultimately responsible for selecting the correct flights to arrive to the venue in suitable time for the game. Guests should allow a minimum of 3

hours arrival from the airport to the game (match). Further disclaimer can be found here.

2. Conditions of Entry of the Venue apply to all AFL game tickets purchased. The full Conditions of Entry of the Venue can be found at <http://www.afltravel.com.au/conditions-entry-venue>

3. AFL Travel - Reserved Match Tickets

Virgin Australia reserves a number of tickets at each game for the AFL Travel program to ensure fans benefit from reserved match tickets. Please see AFL Travel ticket allocations set out below for each Venue. All seating categories are subject to availability and will be provided on a first come first served basis.

VENUE	TICKET CATEGORY
Adelaide Oval - Adelaide Crows, Adelaide SA	Reserved Match Ticket -
Adelaide Oval - Port Adelaide, Adelaide SA	Reserved Match Ticket -
Sydney Showground Stadium - GWS GIANTS, Sydney NSW	Reserved Match Ticket -
University of Tasmania Stadium, Launceston TAS	Reserved Match Ticket -
Blundstone Arena, Hobart TAS	Reserved Match Ticket -
Cazalys Stadium, Cairns QLD	Reserved Match Ticket -
Optus Stadium - West Coast Eagles, Perth WA	Reserved Match Ticket -
Optus Stadium - Fremantle, Perth WA	Reserved Match Ticket -
Jiangwan Sports Centre, Shanghai China	Reserved Match Ticket
Marvel Stadium, Melbourne VIC	Reserved Match Ticket -
The Gabba, Brisbane QLD	Reserved Match Ticket -
Riverway Stadium, Townsville QLD	Reserved Match Ticket
MCG - Melbourne VIC	Reserved Match Ticket -
MCG - ANZAC Day only	Reserved Match Ticket -
GMHBA Stadium, Geelong VIC	Reserved Match Ticket -

Metricon Stadium, Gold Coast QLD	Reserved Match Ticket -
SCG, Sydney NSW	Reserved Match Ticket -
UNSW Stadium (Manuka Oval), Canberra ACT	Reserved Match Ticket -
TIO Stadium, Darwin NT	Reserved Match Ticket -
TIO Traeger Park, Alice Springs NT	Reserved Match Ticket -
Mars Stadium, Ballarat VIC	Reserved Match Ticket -

4. AFL Travel - Terms and Conditions

The AFL Travel Terms and Conditions apply to AFL Travel Packages. Additional terms and conditions apply to the use of AFL Travel Vouchers and are available at travel.virginaustralia.com/au/virgin-australia-holidays-voucher-terms-use.

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Part E. SUPERCARS TRAVEL TERMS AND CONDITIONS

1. Supercars Travel further disclaimer and Conditions of Entry:

Prices are based on dates relevant to the date of the selected Supercars race and the most inexpensive departure ports. The guest carrying out the booking on the Supercars Travel Website is ultimately responsible for selecting the correct flights to arrive to the venue in suitable time for the race. Guests should allow a minimum of 3 hours arrival from the airport to the Virgin Australia Supercars Championship race. Conditions of Entry of the Venue apply to all Virgin Australia Supercars Championship race tickets purchased. The full Conditions of Entry of the Venue can be found on the website or your corporate experience credentials or admission tickets, which you will receive prior to the event.

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2. Supercars Travel Package - Event Tickets or Corporate Experiences

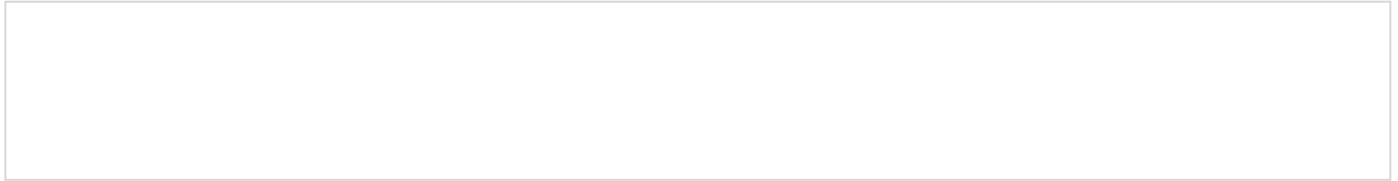
- a. Guests may purchase a range of admission tickets or corporate experiences to each event.
- b. Entry conditions individuals are subject to the terms and conditions set out on the entrant's accreditation or admission tickets. View further details regarding Conditions of Entry to all Supercars Events.

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3. Supercars Travel - Terms and Conditions

The Supercars Travel Terms and Conditions apply to Supercars Travel Packages. Vouchers terms and conditions are considered outside of the terms and conditions and are available at travel.virginaustralia.com/au/virgin-australia-holidays-voucher-terms-use.

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