

## TERMS AND CONDITIONS

### Mobile SIM signup prize draw

1. iiNet Limited (ABN 48 068 628 937) of 502 Hay Street, Subiaco WA 6008 ("we" or "us") are responsible for conducting the 'Mobile SIM prize draw' in conjunction with Internode Pty Ltd (ABN 82 052 008 581), Adam Internet Pty Ltd (ABN 22 055 495 853) and Westnet Pty Ltd (ABN 50 086 416 908) (each referred to as an "Eligible ISP").
2. By entering into this Competition you agree to these Terms and Conditions.
3. A copy of these Terms and Conditions can be read at <http://www.internode.on.net/sim-draw>

### Competition Period

4. The Competition commences at 12:00am (AWST) on 1<sup>st</sup> June 2015 and closes at 11:59pm (AWST) on 30 June 2015 ("the competition period").
5. Entries must be received by us during this period.

### Conditions of Entry

6. Entry is open to Australian residents in all states and territories aged 18 years or over at the date of entry except for employees of an Eligible ISP and their immediate families and all companies and agencies associated with the Competition.
7. To enter the Competition you must sign up for a mobile voice service during the competition period with an Eligible ISP. Anyone who meets this condition of entry is automatically placed in the prize draw.
8. Only customers who have an active mobile voice service with an eligible ISP on 31<sup>th</sup> July 2015 that was signed up during the competition period will be eligible for the prize.
9. Only customers that have paid for their mobile SIM and first mobile voice monthly access charge by 31<sup>th</sup> July 2015 will be eligible to win.
10. Only one entry is permitted per customer.
11. We reserve the right to check the validity of all entries and to disqualify you if we reasonably believe that your entry does not comply with these Terms and Conditions or the entry process has been tampered with.

### The Competition Draw

12. The Competition is a game of chance. Each eligible entry has an equal chance of winning.
13. The Competition draw will take place at 10:00 AM (AWST) on 31<sup>th</sup> July 2015 at iiNet Limited, 502 Hay Street, Subiaco, WA, 6008 and 5 randomly selected entrants ("Winners") will be contacted by phone and in writing within two (2) business days of the draw. The Winners' names will also be published at <http://www.internode.on.net/competitions>.
14. If, despite every reasonable effort, we have been unable to make contact with a Winner or Winners within three months of the date of the draw, we will conduct such further draws as are necessary to distribute the unclaimed prize or prizes. Subject to the directions of any State or Territory lottery departments, the unclaimed prize draw(s) will be conducted at the same place as the first draw on 2<sup>nd</sup> November 2015 at 10.00am (AWST). The Winner(s), if any, of such draw will be notified in writing within two (2) business days of the draw and will have their name(s) published at <http://www.internode.on.net/competitions>.
15. Our decision on all aspects of this Competition is final and binding and no discussion will be entered into.

### The Prize

16. 5 winners will each be awarded 1 of 5 Samsung S6 smartphones with an approximate value of \$925 AUD each. The total prize pool is valued at approximately \$4,625 AUD.
17. The Prize is not transferable or exchangeable for cash. Any unused portion of the Prize will be forfeited. If any element of the Prize becomes unavailable, we reserve the right to substitute the Prize with another prize of equal or similar value.
18. We may require the Winner to provide acceptable identification before awarding the Prize.
19. We are not responsible for any failure or inability on the part of any Winner to redeem the Prize.

### **Personal Information and Intellectual Property**

20. By entering this Competition you agree to us collecting, using and/or disclosing your personal information for the purposes of the Competition. We will handle your personal information in accordance with our privacy statement which is available at [http://www.internode.on.net/competitions/privacy\\_statement/](http://www.internode.on.net/competitions/privacy_statement/).
21. Entry is automatic based on the criteria above however by accepting the prize you agree to us publishing your name and entry (and, if requested, a photograph of you), free of charge, in any media (including social media) for the purpose of promoting this Competition and/or our products.

### **Right to amend**

22. To the fullest extent permitted by law and subject to any written directions given by a regulatory authority, we reserve the right to suspend, cancel or modify the Competition if necessary, due to circumstances beyond our reasonable control. We will take reasonable steps to notify you of any such change.

### **Release**

23. Nothing in these Terms and Conditions limits, excludes or modifies the consumer guarantees provided under the *Competition and Consumer Act (2010)* or any other statutory rights that you have that cannot lawfully be excluded.
24. To the extent permitted by law, we exclude and you irrevocably release us and our employees and contractors from, all liability for any loss or injury suffered by you in connection with your participation in the Competition or any of your activities in connection with any Prize that you win as a result of your participation in the Competition, except where such loss or injury is caused by our negligence.

### **Governing Jurisdiction**

25. These Terms and Conditions are governed by the laws of Australia and the state in which you reside.

- NSW Permit No: LTPS/15/04039
- ACT Permit No: ACT TP 15/06021