

TERMS AND CONDITIONS
[Netflix HD TV competition]

1. **iiNet Limited** (ABN 48 068 628 937) of 502 Hay Street, Subiaco, WA, 6008 are responsible for conducting the '**Netflix HD TV competition**' 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/pdf/legal/competitions/internode-netflix-hdtv-competition.pdf>.

Competition Period

4. The Competition commences at 12:00 AM (AWST) on 24th March 2015 and closes at 11:59PM (AWST) on 30th April-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.
7. To enter the competition you must either:
 - a) sign up for a fixed line broadband or NBN fibre service for 24 months during the competition period with an Eligible ISP. Anyone who meets this condition of entry is automatically placed in the prize draw.
 - b) be a customer of an Eligible ISP who has received an email advising you of the competition and follow the instructions to enter the prize draw.
8. Only customers who have an active service on 30th May 2015 that signed up or entered during the competition period will be eligible for the prize. This condition is made with the exception of point 9 (below).
9. If a new customer has applied for an eligible plan during the competition period but the service activation has been delayed by no fault of the customer and the Eligible ISP believes that it is reasonable to assume that the service will be made active within the following 30 days after 30th May 2015 then they will be eligible to win the prize.
10. This Competition is not sponsored or endorsed by Netflix/Samsung.
11. Only one entry is permitted per customer.
12. 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

13. The Competition is a game of chance. Each eligible entry has an equal chance of winning.
14. The Competition draw will take place at 10:00AM (AWST) on the 1st June 2015 at iiNet Limited, 502 Hay Street, Subiaco, WA, 6008 and a randomly selected entrant ("Winner") will be contacted by phone and/or in writing by 5:00 PM (AWST) on 5th June 2015.
15. If the Winner cannot be contacted by 5:00PM (AWST) on 2nd September 2015, we will conduct a further draw at the same place as the Draw ("Second Draw") and randomly select a winner ("Second Winner"). Following the Second Draw, we will attempt to contact the Second Winner. If the Second Winner cannot be contacted within 24 hours of the Second Draw, the Second Winner will forfeit and the process will be repeated until a randomly selected entrant is successfully contacted by us.
16. Our decision on all aspects of this Competition is final and binding and no discussion will be entered into.

The Prize

17. The Winner will be awarded a HD TV ("the prize") valued at approximately \$4,000.

18. 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.
19. We may require the Winner to provide acceptable identification before awarding the Prize.
20. We are not responsible for any failure or inability on the part of any Winner to redeem the Prize.

Personal Information and Intellectual Property

21. 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 iinet.net.au/about/legal/competitionprivacy.html.
22. 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

23. 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

24. 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.
25. 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

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