

Vodafone Tertiary Student Promotion

- 1. Information on how to enter and prizes forms part of these conditions of entry. Submission of an entry is deemed acceptance of these conditions of entry.
- 2. Entry is only open to individuals who:
 - a. are a university student or tertiary student with a valid Australian university or student ID;
 - b. are aged 18 years or over;
 - c. are an Australian resident of NSW, TAS, NT, ACT, VIC, SA, QLD or WA or are an international student currently studying at an Australian University or tertiary educational institution; and
 - d. have an Australian mailing address ("Eligible Entrants").
- 3. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter.
- 4. Promotion commences on the 30th of January 2019, and entries close and must be received by 11:59PM AEDST on the 31st of March 2019 ("**Promotional Period**"). The draw will take place at 177 Pacific Highway North Sydney 2060 on the 8th of April 2019 at 5:00PM AEDST. The winners will be notified in writing via email and their names will be published in <u>www.vodafone.com.au/students</u> and in The Australian newspaper within 2 weeks of draw. An entry is deemed to be received at the time of its receipt by the Promoter and not at the time of transmission by the entrant.
- 5. To enter, Eligible Entrants must complete the entry form online found at <u>www.vodafone.com.au/studentstravel</u> by providing their name, mobile number, email address, university, whether they are international students or domestic and current mobile provider during the Promotional Period.
- 6. Any costs associated with entering the competition are the entrant's responsibility and may depend upon the entrant's usage plan.
- 7. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address, and enrolment status at an Australian university of tertiary educational institution) and to disqualify any entrant who submits an entry that is not in accordance with these conditions of entry or who tampers with the entry process (including but not limited to tampering by way of use of automatic entry software or any other means, or techniques designed to avoid payment of premium call or SMS costs). The Promoter also reserves the right to disqualify any entrant who does not act in accordance with these conditions of entry when participating in any voting or judging process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 8. Incomplete, indecipherable or illegible entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
- 9. Only one entry permitted per person, and any additional entries will be void.
- 10. The Promoter's decision is final and no correspondence will be entered into.
- 11. The first 5 valid entries drawn will each win a Qantas travel voucher, valued at AU\$1000 RRP each.



- 12. Subject to the unclaimed prize draw clause, if for any reason whatsoever the prize winner does not take their prize or an element of their prize by the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by the prize winner and neither cash nor any other prize will be awarded in lieu of that prize or that element of the prize.
- 13. If a prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law and subject to any written directions from a regulatory authority.
- 14. If for any reason whatsoever beyond the reasonable control of the Promoter, the promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the promotion.
- 15. The prize is subject to the conditions of Qantas outlined here: https://www.qantas.com/travel/airlines/gift-vouchers/global/en and the Promoter and its related bodies corporate are not responsible or liable for any direct or indirect loss suffered by any entrant as a direct or indirect result of the conduct of Qantas.
- 16. Total prize pool value is AU\$5,000.
- 17. Unless otherwise stipulated, no prize, or any unused portion of a prize, is transferable, exchangeable or redeemable for cash.
- 18. If required, an unclaimed prize draw may take place on 8th of July 2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners' names will be published in The Australian on between 9th of April and 16th of April 2019.
- 19. These conditions of entry do not, nor do they intend to, limit, exclude or modify any non-excludable statutory guarantee under the *Competition and Consumer Act 2010* (Cth) (**CCA**) or any other warranties (whether express or implied) or terms under any state or federal legislation which cannot be excluded.
- 20. Subject to clause 19 and to the maximum extent permitted under law, the Promoter (including its officer, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the promotion, including, without limitation, the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these conditions of entry; (e) any tax implications; and/or (f) a prize or use of a prize. Nothing in these terms affects the statutory rights of any person under the CCA or any other applicable law.
- 21. Each entrant consents, if the entrant becomes a winner, to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without



remuneration for the purpose of promoting this promotion (including any outcome), the Promoter and/or products/services supplied by the Promoter.

- 22. The Promoter collects personal information in order to conduct the promotion and provide any goods/services requested and may, for that purpose, disclose such information to third parties, including, but not limited to, prize suppliers or a regulatory authority and for any purpose to which the entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
- 23. The Promoter is Vodafone Pty Limited of Level 14, 177 Pacific Highway, North Sydney, NSW 2060, ABN 76 062 954 554.

NSW permit number LTPS/19/31410; ACT Permit No. TP19/02583