

Optus Recharge and Win Q1 2020 Terms & Conditions ("Conditions of Entry")

Schedule											
Promotion:	Optus Recharge and Win Q1 2020										
Promoter:	Optus Administration Pty Ltd ABN 79055136804, 1 Lyonpark Road, Macquarie Park, NSW 2113, Australia. Ph: 02 8082 7800										
Promotional Period:	Weekly Draw	Entries Open	Entries Close								
	1	27/04/20 at 12:00 am AEST	03/05/20 at 11:59 pm AEST								
	2	04/05/20 at 12:00 am AEST	10/05/20 at 11:59 pm AEST								
	3	11/05/20 at 12:00 am AEST	17/05/20 at 11:59 pm AEST								
	4	18/05/20 at 12:00 am AEST	24/05/20 at 11:59 pm AEST								
	5	25/05/20 at 12:00 am AEST	31/05/20 at 11:59 pm AEST								
	6	01/06/20 at 12:00 am AEST	07/06/20 at 11:59 pm AEST								
	7	08/06/20 at 12:00 am AEST	14/06/20 at 11:59 pm AEST								
	8	15/06/20 at 12:00 am AEST	21/06/20 at 11:59 pm AEST								
Eligible entrants:	<p>Entry is only open to Australian residents who are 16 years of age or older and have a paid Optus Prepaid Mobile Voice service. Excludes Optus Prepaid Mobile Broadband service.</p> <p>Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this Promotion.</p>										
How to Enter:	To enter the Promotion, the entrant must successfully recharge with \$40 or more on their Optus Prepaid mobile service during the Promotional Period. Every successful recharge of \$40 or more gains the entrant one (1) entry into the applicable Weekly Draw based on their date of entry. A customer who recharges by \$40 or more via the Optus Mobile App will instead gain three (3) entries into the applicable Weekly Draw per eligible recharge.										
Entries permitted:	<p>Multiple entries permitted subject to the following:</p> <p>a) limit one (1) entry permitted per \$40 or more recharge by any channel except the Optus Mobile App;</p> <p>b) limit three (3) entries permitted per \$40 or more recharge completed through the Optus Mobile App; and</p> <p>c) each entry must be completed separately and in accordance with the entry instructions above.</p> <p>Maximum of one (1) prize permitted per person (excludes SA residents who are eligible to win multiple prizes).</p>										
Total Prize Pool:	up to AUD \$140,680.00										
<table><tr><th>Prize Description</th><th>Number of this prize</th><th>Value (per prize)</th><th>Winning Method</th></tr><tr><td>The prize is a new Suzuki Baleno GL 2019 with automatic transmission, including 12-months registration, 12-months compulsory third party insurance, stamp duty and dealer delivery charges (which may vary from State by State).</td><td>8 (1 per Weekly Draw)</td><td>Up to AUD\$17,585.00</td><td>Weekly Draws: computerised random selection - 02:30 pm AEST, on 06/05/2020, 13/05/2020, 20/05/2020, 27/05/2020, 03/06/2020, 10/06/2020, 17/06/2020 and 24/06/2020. 1 prize per draw.</td></tr></table>				Prize Description	Number of this prize	Value (per prize)	Winning Method	The prize is a new Suzuki Baleno GL 2019 with automatic transmission, including 12-months registration, 12-months compulsory third party insurance, stamp duty and dealer delivery charges (which may vary from State by State).	8 (1 per Weekly Draw)	Up to AUD\$17,585.00	Weekly Draws: computerised random selection - 02:30 pm AEST, on 06/05/2020, 13/05/2020, 20/05/2020, 27/05/2020, 03/06/2020, 10/06/2020, 17/06/2020 and 24/06/2020. 1 prize per draw.
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Prize Conditions:	<ul style="list-style-type: none">Additional insurance, options, petrol and all other ancillary costs including scheduled servicing are the responsibility of the winner.Winner's preferred choice of colour, including metallic is subject to availability. The exact colour of the vehicle awarded will be at the discretion of the promotional partner: Suzuki Australia Pty Limited, ABN 57 001 828 164.The Suzuki Baleno GL Auto is valued at up to \$17,585 drive away (inclusive of GST and On Road costs). On Road costs include costs associated with registration of the motor vehicle including twelve (12) months registration in the place of residence of the winner, twelve (12) months third party compulsory insurance,										

	<p>stamp duty and dealer delivery charges (which may vary in different regions).</p> <ul style="list-style-type: none"> • Prize includes standard fittings and registration. • Any ancillary costs associated with redeeming this prize are the responsibility of the winner including scheduled servicing. • All optional extras and accessories, comprehensive insurance and any other insurance not stated as included in the prize, personal costs and any other ancillary associated with redeeming the prize are excluded and are the responsibility of the winner. • In WA, winners will be responsible for arranging and paying for an immobiliser to be fitted, as required by WA Road Traffic regulations. • The winner must attend Optus Macquarie Park, NSW for an official handover ceremony to collect the prize vehicle. See winner notification section below for details. • When the Suzuki vehicle is collected, a winner (or their parent or legal guardian where a winner is aged 16 years and older but less than 18 years) must provide a current valid driver's licence for inspection before the Suzuki vehicle may be driven away from the collection point. • It is a condition of being awarded the prize that a winner must, following notification and prior to the awarding of the prize, confirm their full name and address, and provide the Promoter with a copy of their current and valid Australian driver's licence (or the current and valid Australian driver's licence of their parent or legal guardian, if applicable). • The winner (and their parent or legal guardian, if applicable) must provide all information and sign all documentation necessary to enable the Promoter (or its nominated dealer) to register a vehicle in a winner's name (or the name of their parent or legal guardian, if applicable) prior to the prize winner's collection of the car. • The Promoter accepts no responsibility for any mechanical, body or paint repairs or repairs, maintenance or damage of any kind relating to the prize after the date and time of prize collection by a winner. Any vehicles depicted in any promotional material are not necessarily the same colour or grade as each prize vehicle and are for illustration purposes only. • To be eligible to claim a Suzuki vehicle prize, the winner must be capable of obtaining motor vehicle registration of the Suzuki vehicle in his or her name in accordance with the applicable legislation where the vehicle is collected. If a winner is, through any legal incapacity or otherwise, unable to register a Suzuki vehicle in his or her name then such winner may assign the Suzuki vehicle prize to another person with legal capacity for the purpose of registration. The Promoter and Promotional Partner take no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. • It is a condition of accepting the prize that the winner must sign a legal release in a form to be determined, in the Promoter's sole discretion otherwise the winner forfeits the prize. • The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner (or a representative of the winner/the winner's parent/legal guardian if the winner is under the age of 18) may be required to sign a legal release in a form to be determined by the Promoter in its discretion. 										
Winner notification:	<p>The winners will be contacted by using the contact details on file with the Promoter, includes calling the winner within one (1) business day of the draw and in writing. Each winner will be published at https://www.optus.com.au/win the Friday after the applicable Weekly Draw.</p> <table border="1"> <thead> <tr> <th>Draw Date</th><th>Published By</th></tr> </thead> <tbody> <tr> <td>06/05/20</td><td>08/05/20</td></tr> <tr> <td>13/05/20</td><td>15/05/20</td></tr> <tr> <td>20/05/20</td><td>22/05/20</td></tr> <tr> <td>27/05/20</td><td>29/05/20</td></tr> </tbody> </table>	Draw Date	Published By	06/05/20	08/05/20	13/05/20	15/05/20	20/05/20	22/05/20	27/05/20	29/05/20
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	<p>The winners are required to personally attend Optus Macquarie Park, NSW for an official handover ceremony within 14 days of the prize draw. All reasonable travel costs to the Optus Macquarie Park campus (as determined by the Promoter) will be covered by the Promoter.</p>																																				
Unclaimed Prizes:	<p>Each prize must be claimed by the date/time specified below. In the event of an unclaimed prize, the prize will be redrawn at 02:30 pm AEST on the respective date listed below at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of any redraw will be notified by using the contact details on file with the Promoter, includes calling the winner within one (1) business day of the draw and in writing. The winners will be will be published at https://www.optus.com.au/win on the respective date listed below.</p>																																				
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	<p>The winners of any redraw will again have seven (7) days to claim the prize from the re-draw date.</p>																																				

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
- The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- Valid and eligible entries will only be accepted during the applicable entry periods for the Weekly Draws listed in the Schedule above.
- Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
- If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
- Weekly Draws:**
 - The weekly draws will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 02:30 pm AEST on the dates outlined below by computerised random selection. Entries in each Weekly Draw will not be entered into any subsequent Weekly Draw/s.

Weekly Draw	Entries Open	Entries Close	Draw Date
1	27/04/20 12:00 am AEST	03/05/20 11:59 pm AEST	06/05/20
2	04/05/20 12:00 am AEST	10/05/20 11:59 pm AEST	13/05/20
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- i) The Promoter may draw reserve winners in case of ineligible or invalid entries.
 - ii) The first valid entry drawn in each Weekly Draw will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.
 - c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
7. All reasonable attempts will be made to contact each winner.
 8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 9. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
 10. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 11. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
 12. No entry fee is charged by the Promoter to enter the Promotion.
 13. Each prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 14. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.optus.com.au/about/legal/privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
 15. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
 16. It is a condition of accepting the prize that a winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
 17. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
 18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
 19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
 20. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid

and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

21. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
22. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
23. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Authorised under: ACT Permit No. TP20/00470, NSW Permit No. LTPS/20/43124 and SA Permit No. T20/408.