

## amaysim's Speedy Skill Challenge Terms and Conditions

<b>Promoter</b>	Amaysim Mobile Pty Ltd (ABN 82 645 692 093), Level 6, 17-19 Bridge Street, Sydney, NSW 2000.
<b>Competition Period</b>	12.01am (AEDT) on 30/10/2024 to 11.59pm (AEDT) on 27/11/2024.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
<b>Social Media Accounts</b>	<b>Instagram:</b> <a href="#">@amaysim</a> <b>Facebook:</b> <a href="#">@amaysim</a>
<b>Entry instructions</b>	To enter, you must, during the Competition Period and in response to the Promoter's competition post on one of the Social Media Accounts, create a video submission on social media by: (a) accessing the Instagram or Facebook application on your smart phone, tablet or desktop; (b) following @amaysim on Instagram and Facebook (as relevant); (c) taking and editing a video that demonstrates your "speediest skill", for example, smashing a meat pie in record time or sinking ten consecutive hoops like a pro, then uploading/sharing the video to Instagram/Facebook (in-feed), as relevant; and (d) tagging the relevant official amaysim Social Media Account (@amaysim) with the hashtags #SpeedySkillChallenge and #amaysimNBN.  For clarity, you must complete all steps above in order for your entry to be complete. Your privacy settings must be set to public so the Promoter can access your entry. Entries must not appear to promote any goods or services other than those of the Promoter.  The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite video capability.
<b>Entry Guidelines</b>	Your entry must be an original work and must not breach any third party rights including intellectual property rights of another person (including copyright and trade mark rights).  Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate. It must not depict any dangerous activity or any activity that breaches any law. You undertake your "speediest skill" at your own risk.  Where any individual/s (other than yourself) are present in the video or referred to by name in your entry, you must have previously received their express consent to make the submission and to provide their personal information in accordance with and as may be required under these terms and conditions.  Your entry may be used and reproduced, in whole or in part (including in edited form), by the Promoter across various channels, including the amaysim Social Media Accounts or other social media channels, and other media and materials for promotional or advertising purposes. You will not receive any compensation or royalties for the Promoter's use of your entry. For more details, please see clauses 2 – 8 of the terms and conditions below.
<b>How many winners will there be and how will they be chosen?</b>	There will be 1 winner determined in respect of this competition.  This is a game of skill. A judging panel appointed by the Promoter will review each valid entry and will judge the entries to determine the winner based on creativity and originality, brand suitability and how well the entry demonstrated the campaign theme. All entries will

	<p>be reviewed by the Promoter and must meet the entry guidelines above. Chance plays no part in how the winner will be selected.</p> <p>The valid entry judged to be the best will win the prize.</p> <p>All judging decisions are as determined by the Promoter, in its discretion in accordance with these Terms and Conditions. If there are no suitable entries submitted, the Promoter reserves the right not to select a winner.</p> <p>The Promoter may record additional reserve entries in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (<b>Reserve Entrants</b>).</p>
<p><b>What can I win?</b></p>	<p>There is 1 prize available.</p> <p>The prize is valued at up to \$11,000 and includes the following:</p> <ul style="list-style-type: none"> <li>• \$5,000 cash awarded via EFT to the winner's nominated Australian bank account within 28 business days from receipt of bank details; and</li> <li>• 5 years of amaysim nbn home internet service or equivalent, subject to amaysim's usual terms and conditions of nbn home internet service which can be found at <a href="http://www.amaysim.com.au/home-internet/nbn#accordion-4e08e01c2e-item-72822f9681">www.amaysim.com.au/home-internet/nbn#accordion-4e08e01c2e-item-72822f9681</a> (currently valued at up to \$6,000) (<b>NBN Prize Element</b>).</li> </ul> <p>The prize may also include being invited to attend and participate in various media/PR appearances and activities (as determined by the Promoter). Any travel to and from these media/PR appearances and activities, arranged by or approved in writing by amaysim, is included from the winner's place of residence.</p> <p>Your entry may be used and reproduced, in whole or in part (including in edited form), by the Promoter across various channels, including the amaysim Social Media Accounts or other social media channels, and other media and materials for promotional or advertising purposes. You will not receive any compensation (other than the prize awarded) or royalties for use of your entry or any participation in media/PR appearances for amaysim.</p> <p>If you are the winner you must, if required by the Promoter, sign disclaimer and release forms (including expressly consenting to any criminal history checks required by the Promoter) provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, or, if you do not pass the criminal history check to the Promoter's satisfaction, your entry will be deemed invalid and you will lose any entitlement to the prize and the prize will be re-awarded to a Reserve Entrant.</p> <p>By accepting the prize (or any element of it) you agree not to promote any competitor of amaysim, or its products, to any media for 12 months after you are notified that you are the winner. You are not otherwise restricted from engaging in any employment.</p> <p><b>Additional terms for NBN Prize Element:</b></p> <ul style="list-style-type: none"> <li>• If the maximum prize value of the NBN Prize Element (i.e. \$6,000) is exhausted before the 5 year period is concluded, the Promoter will be responsible for the cost of the NBN Prize Element until the 5 year period is concluded.</li> <li>• If the maximum prize value of the NBN Prize Element (i.e. \$6,000) is not exhausted within the 5 year period, the winner will not be monetarily compensated for any difference in value, however, they may continue to use the NBN Prize Element service beyond the 5 year period until the \$6,000 value is exhausted.</li> </ul> <p>For clarity, not all NBN speed tiers are available at all premises. The NBN speed tier depends on the suitability of the winner's home / residential area. The prize value is calculated according to the fastest NBN speed tier as available.</p> <p>If you are a winner, your home may need specific NBN equipment such as an NBN connection, model or utility box. This will impact your nbn connection and how it is set up. If your home has never been connected to the NBN, a \$300 New Development Charge to be paid by the Promoter at checkout. This fee goes directly to NBN to offset the expenses associated with expanding the NBN infrastructure to additional locations.</p> <p>An NBN Technician may have to visit your home to do a standard NBN installation. The Promoter will work with the you if this is the case so you can schedule an appointment.</p> <p><b>For clarity, if you win, you will need to provide your own, compatible modem.</b></p>
<p><b>Total prize pool</b></p>	<p>The total prize pool is valued at up to \$11,000.</p>

<b>How many times can I enter?</b>	You can only enter once. Your entry/submission must be submitted in accordance with these Terms and Conditions.  For clarity, you may enter on more than one Social Media platform, however any additional submission will only count as 1 entry.
<b>How and when will the winner be informed?</b>	The winner will be notified in writing by email or via private message on the Social Media Account used for entry within 5 business days of determination.
<b>What if I don't claim my prize on time?</b>	If the prize has not been accepted or claimed by the prize claim date contained in the winner notification email or if, after making all reasonable attempts, the Promoter can't contact the winner (or the winner does not contact the Promoter) the relevant entry will be discarded, and the Promoter will re-award the prize to the person who submitted the next best valid entry.
<b>Collection and use of your personal information</b>	<p>If you are the winner, the Promoter may ask you to take part in some publicity, photography and other promotional activity as the Promoter requires (as contemplated by these Terms and Conditions), without any compensation. You consent to the Promoter using your name and image in any such promotional or advertising activity.</p> <p>The Promoter collects personal information about you in order to conduct and manage this competition. If the personal information requested is not provided, you may not be able to participate in this competition. The Promoter may disclose your personal information to third parties including its related bodies corporate, contractors and agents, prize suppliers and service providers that assist in conducting and managing this Promotion. Your personal information may be disclosed to an entity located outside of Australia, in accordance with the Promoter's privacy policy.</p> <p>The Promoter's Privacy Policy, located at <a href="http://www.amaysim.co.au/terms-policies">www.amaysim.co.au/terms-policies</a> contains information about:</p> <p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p> <p>By entering this competition, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the <i>Spam Regulations 2021</i> (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.</p>

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

### Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. You will receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
- 3 Your entry must be your original work and not copied from, or owned by (including the copyright in it being owned by), any other person. Entries must not be created using any generative artificial intelligence software.
- 4 You must not include any other person in your entry unless they have consented to you submitting their personal information in this competition. You must not include any person in your entry who is under the age of 18 years. You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material. You acknowledge that your entry and your name may be made publicly available by the Promoter and may be accessible to the general public to view.

### Intellectual Property

- 5 By submitting your competition entry, and in consideration for the Promoter considering your entry, you:

- (i) grant to the Promoter an exclusive, perpetual, worldwide, irrevocable, royalty-free, sub-licensable licence to use, copy, amend, alter, publish and exploit your entry and any part of your entry (including the intellectual property rights in the entry or other works contained in your entry);
- (ii) consent to any act or omission by the Promoter or its affiliates or any of their respective representatives, partners, licensees, sublicensees or successors in title, which would otherwise infringe any Moral Rights (as defined in the *Copyright Act 1968* (Cth)) you hold in respect of any entry or other works contained in your entry; and
- (iii) warrant that your entry does not breach any third party rights (including intellectual property rights) and its use by the Promoter or any other person as permitted by these Terms and Conditions will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law).

6 The Promoter may decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.

7 Your entry must not be obscene, offensive, malicious, defamatory, discriminatory, indecent or (in the Promoter's reasonable opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive). It must comply with all relevant platform rules of the relevant Social Media Account platform(s).

8 Where entry is via Instagram/Facebook, you must follow the relevant Instagram/TikTok/Facebook Social Media Account up until the determination of the winner in order to be eligible to receive the prize.

### Prizes

9 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions reasonably imposed by the relevant supplier or the Promoter.

10 You are responsible for all other unspecified costs related to the prize, including mobile or additional data plans, installation costs, costs associated with ongoing use of the prize, etc.

11 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

12 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason beyond the Promoter's reasonable control. In that case you forfeit your entitlement to that event/activity and the Promoter may provide another item of equal or higher value. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

### General

13 Any material failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

14 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.

15 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's reasonable satisfaction the validity of your entries and/or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

16 You must not:

- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
- (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- (c) act in a disruptive, annoying, threatening, abusive or harassing manner;

- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 17 If you in the reasonable opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion/s) from participating in any elements of the prize, at its discretion.
- 18 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control, including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 19 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 20 Prizes cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value.
- 21 By entering, you request that your full address not be published.
- 22 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants.
- 23 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

### **Liability**

- 24 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.
- 25 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 26 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 27 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and TikTok. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.