

## Circles Auto-Renew Incentive Competition 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 (AEST) on 06/05/2025 to 11.59pm (AEST) on 29/05/2025.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over, have an existing amaysim phone plan and receive an email from the Promoter to enter this competition.
<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>Entry instructions</b>	To automatically receive an entry, you must, during the Competition Period: (a) Renew your existing Amaysim phone plan by going to <a href="http://myamaysim.com.au">myamaysim.com.au</a> and clicking "Restart plan"; (b) Ensure that you have payment details listed on your account. Go to the 'Payments' page and check your details are correct. If you don't have a payment method saved, or you need to update your payment method, click 'Change your payment method' and enter the new details. Be sure to keep these payment details in your account until the draw date (06/06/2025); and (c) Turn on auto-renew. Go to the 'Settings' page and turn on auto-renew. Ensure auto renew has been turned on and remains turned on up until the draw date (06/06/2025).  The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.
<b>How many winners will there be and how will they be chosen?</b>	There will be 5 winners determined in respect of this competition.  There will be 1 draw conducted.  The draw will be held at 12pm (AEST) on 06/06/2025 at Gadens Lawyers, Level 13 447 Collins Street, Melbourne VIC 3000.  The first 5 valid entries drawn randomly from the entries received during the Competition Period will each win a prize.  The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed ( <b>Reserve Entrants</b> ).
<b>What can I win?</b>	There are 5 prizes available.  Each prize is a \$200 Woolworths Gift Card.  For clarity, Woolworths Group Limited ABN 88 000 014 675 is the issuer of the Gift Card, but is not the promoter of the competition, nor responsible for fulfilment of the competition terms. Woolworths Gift Cards have no expiry date and are redeemable at participating stores only.  For a list of participating stores and full Gift Card terms and conditions visit <a href="http://www.woolworths.com.au/giftcards">www.woolworths.com.au/giftcards</a> . Any ancillary costs associated with redeeming the Woolworths Gift Card are not included.  There is a limit of one prize per amaysim phone plan.
<b>Total prize pool</b>	The total prize pool is \$1,000.
<b>How many times can I enter?</b>	You can only enter once per amaysim phone plan.
<b>How and when will the winner/s be informed?</b>	Winners will be notified by phone and in writing by email within 10 days of determination.

<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> By 5pm (AEST) on 23/06/2025.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEST) on 24/06/2025 at the same location as the original draw.</p> <p>If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s amongst valid entrants who (if possible) have not already won an unclaimed prize. Any winner/s will be informed by phone in writing by email within 10 days of determination.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the <a href="http://www.amaysim.com.au/terms-policies/competitions-promos">www.amaysim.com.au/terms-policies/competitions-promos</a> on 20/07/2025.</p>
<b>Collection and use of your personal information</b>	<p>If you are a winner, the Promoter may ask you to take part in some publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any 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> <ul style="list-style-type: none"> <li>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</li> <li>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</li> </ul> <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. 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.

#### Prizes

- 3 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 imposed by the relevant supplier or the Promoter.
- 4 You are responsible for all other unspecified costs related to the prize.
- 5 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.

## General

- 6 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).
- 7 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.
- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially 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.
- 9 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.
- 10 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.
- 11 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.
- 12 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, subject to any necessary approval by the state/territory gaming authorities.
- 13 By entering, you request that your full address not be published.
- 14 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, subject to any necessary approval by the state/territory gaming authorities.
- 15 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

- 16 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.
- 17 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).

- 18 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.
- 19 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. 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.