

5 Day 5G Phone Giveaway Terms and Conditions

Promoter	Amaysim Mobile Pty Ltd (ABN 82 645 692 093), Level 6, 17-19 Bridge Street, Sydney, NSW 2000.																																		
Competition Period	12.00pm AEST on 16/09/2024 to 11.59am AEST 21/09/2024																																		
Who can enter?	Only Australian residents who are a) aged 18 or over; and b) are an existing amaysim customer.																																		
Who can't enter?	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.																																		
Social Media Accounts	www.facebook.com/amaysim www.instagram.com/amaysim																																		
Entry instructions	<p>To enter, you must, during the Competition Period:</p> <p>(a) locate the Promoter's competition post on one or both of the Promoters Social Media Accounts; and</p> <p>(b) post a comment in response to that competition post</p> <p>to automatically receive 1 entry into the draw corresponding to the Social Media Account you have commented on (Facebook or Instagram) and corresponding to the day you entered the competition.</p> <p>For clarity, if you enter on 21/09/2024, your entry will go into the draw for 20/09/2024 (day 5).</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>																																		
How many winners will there be and how will they be chosen?	<p>There will be 50 winners determined in respect of this competition, 5 winners per Social Media Account per day for the competition.</p> <p>There will be 10 draws conducted (2 draws for each day, 1 draw for each Social Media Account), as per the table set out below.</p> <p>All draws will be held at 12.15pm (AEST) at amaysim, Level 6, 17-19 Bridge Street, Sydney NSW 2000.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Entry Period</th> <th>Draw date</th> <th>Social Media Account</th> </tr> </thead> <tbody> <tr> <td>Draw 1</td> <td>12.00pm AEST 16/9/24 - 11.59am AEST 17/9/24</td> <td>17/09/2024</td> <td>Facebook</td> </tr> <tr> <td>Draw 2</td> <td>12.00pm AEST 16/9/24 - 11.59am AEST 17/9/24</td> <td>17/09/2024</td> <td>Instagram</td> </tr> <tr> <td>Draw 3</td> <td>12.00pm AEST 17/9/24 - 11.59am AEST 18/9/24</td> <td>18/09/2024</td> <td>Facebook</td> </tr> <tr> <td>Draw 4</td> <td>12.00pm AEST 17/9/24 - 11.59am AEST 18/9/24</td> <td>18/09/2024</td> <td>Instagram</td> </tr> <tr> <td>Draw 5</td> <td>12.00pm AEST 18/9/24 - 11.59am AEST 19/9/24</td> <td>19/09/2024</td> <td>Facebook</td> </tr> <tr> <td>Draw 6</td> <td>12.00pm AEST 18/9/24 - 11.59am AEST 19/9/24</td> <td>19/09/2024</td> <td>Instagram</td> </tr> <tr> <td>Draw 7</td> <td>12.00pm AEST 19/9/24 - 11.59am AEST 20/9/24</td> <td>20/09/2024</td> <td>Facebook</td> </tr> </tbody> </table>				Entry Period	Draw date	Social Media Account	Draw 1	12.00pm AEST 16/9/24 - 11.59am AEST 17/9/24	17/09/2024	Facebook	Draw 2	12.00pm AEST 16/9/24 - 11.59am AEST 17/9/24	17/09/2024	Instagram	Draw 3	12.00pm AEST 17/9/24 - 11.59am AEST 18/9/24	18/09/2024	Facebook	Draw 4	12.00pm AEST 17/9/24 - 11.59am AEST 18/9/24	18/09/2024	Instagram	Draw 5	12.00pm AEST 18/9/24 - 11.59am AEST 19/9/24	19/09/2024	Facebook	Draw 6	12.00pm AEST 18/9/24 - 11.59am AEST 19/9/24	19/09/2024	Instagram	Draw 7	12.00pm AEST 19/9/24 - 11.59am AEST 20/9/24	20/09/2024	Facebook
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What can I win?	<p>There are 50 prizes available.</p> <p>Each prize is a Motorola G62 GY 5G mobile phone valued at \$399.</p> <p>Exact colour will be determined by the Promoter. The Promoter won't be liable if you don't get your preferred colour.</p> <p>Prize will be couriered to winner once verified.</p> <p>Max 1 prize per person.</p>												
Total prize pool	The total prize pool is \$19,950.												
How many times can I enter?	You can enter once per Social Media account per day per person. Each entry must be submitted separately in accordance with these Terms and Conditions.												
How and when will the winner/s be informed?	<p>Winner/s will be notified:</p> <ul style="list-style-type: none"> in writing (via the Social Media Account they entered) <p>within 5 business days of determination.</p> <p>Winner/s will have their first initial, surname and postcode published:</p> <ul style="list-style-type: none"> on https://www.amaysim.com.au/terms-policies/competitions-promos on 01/10/2024. 												
Unclaimed prize/s	<p>Prize claim date: 5pm AEST on 08/10/2024.</p> <p>Unclaimed prize determination: 12pm AEST on 09/10/2024 at the same location as the original draws.</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. Any winner/s will be informed:</p> <ul style="list-style-type: none"> in writing (via the Social Media Account they entered) <p>within 5 business days of determination and will also have their first initial, surname and postcode published:</p> <ul style="list-style-type: none"> on https://www.amaysim.com.au/terms-policies/competitions-promos on 16/10/2024. <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 https://www.amaysim.com.au/terms-policies/competitions-promos on 06/11/2024.</p>												
Collection and use of your personal information	<p>If you are a winner, the Promoter may ask you/your companion/s to take part in some publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion/s consent to the Promoter using your name/s and image/s 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</p>												

	<p>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 www.amaysim.co.au/terms-policies 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>
Permit numbers	<p>Authorised under:</p> <p>ACT Permit No. TP24/02089</p> <p>SA Licence No. T24/1608</p> <p>NSW Authority No. TP/02424</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. If online or SMS entry is available, 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.

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 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

- 5 Any material failure by you or (if applicable) your companion/s 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).
- 6 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.
- 7 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.
- 8 If you (or your companion/s, if applicable), 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.
- 9 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.
- 10 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.
- 11 Prizes cannot be transferred or exchanged nor (except where cash is specified) 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.
- 12 If publication will take place, by entering, you request that your full address not be published.
- 13 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.
- 14 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

- 15 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 for more information about those rights.
- 16 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).
- 17 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.
- 18 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.