

Upgrade Your Summer Promotion Terms and Conditions

Promoter	Amaysim Mobile Pty Ltd (ABN 82 645 692 093) Level 6, 17-19 Bridge Street, Sydney NSW 2000.
Who can enter?	Only Australian residents who are aged 18 or over.
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.
Competition Period	12.00pm AEDT on 17/12/2024 to 11.59am AEDT on 19/12/2024
Entry Periods	12.00pm AEDT 17/12/24 to 11.59am AEDT 18/12/24 (Entry Period 1) 12.00pm AEDT 18/12/24 to 11.59am AEDT 19/12/24 (Entry Period 2)
Social Media Account	instagram.com/amaysim (@amaysim)
Entry instructions	To enter, you must, during an Entry Period: (a) access the Instagram application on your smart phone, tablet or desktop; (b) follow the Social Media Account; and (c) comment in response to the Promoter's competition post on its Social Media Account (as relevant to the Entry Period), telling us 'what you're looking forward to the most this summer' using only emojis. The Promoter will have two posts on its Social Media Account, one for each Entry Period. Your privacy settings must be set to public so the Promoter can access your entry. The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry. Entries must not appear to promote any goods or services other than those of the Promoter.
How many winners will there be and how will they be chosen?	There will be 2 winners determined in respect of this competition (1 for each Entry Period). There will be 2 draws conducted. The draw for Entry Period 1 will be held at 3pm (AEDT) on 18/12/24 at Level 6, 17-19 Bridge St Sydney NSW 2000 The draw for Entry Period 2 will be held at 3pm (AEDT) on 19/12/24 at Level 6, 17-19 Bridge St Sydney NSW 2000 The first valid entry drawn randomly in each draw from the entries received during each Entry 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 (Reserve Entrants).
What can I win?	There are 2 prizes available (1 for each Entry Period). Each prize pack is valued at \$1,499 and includes: <ul style="list-style-type: none"> • Samsung Galaxy S24 256GB Grey 5G phone (\$1399); • amaysim branded beach towel (\$60); • amaysim branded hat (adult-sized) (\$25); and • amaysim branded drink bottle (\$15)
Total prize pool	The total prize pool is \$2,998.

How many times can I enter?	You can enter once per Entry Period. Each entry must be based on a different and unique answer, and submitted separately in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	Winners will be notified in writing (via Instagram message) within two business days of determination. Winners will have their name and state/territory/postcode of residence published on https://www.amaysim.com.au/terms-policies/competitions-promos on 13/1/25 for a period of 28 days.
Unclaimed prize/s	Prize claim date: 5pm AEDT 17/1/25 Unclaimed prize determination: 12pm AEDT on 20/1/25, at the same location as the original draws. 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 in writing (via Instagram message) within two business days of determination. Winner/s will have their name and state/territory/postcode of residence published on https://www.amaysim.com.au/terms-policies/competitions-promos on 27/1/25 for a period of 28 days. If a prize winner cannot be found, that information will be published on https://www.amaysim.com.au/terms-policies/competitions-promos on 5/2/25.
Collection and use of your personal information	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. 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 any entity located outside of Australia, in accordance with the Promoter's Privacy Policy. The Promoter's Privacy Policy, located at www.amaysim.com.au/terms-policies contains information about: (a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and (b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.

- 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. You are responsible for your own costs associated with entering. The Promoter is not liable for any problems with communications networks outside its reasonable control. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.
- 3 Every entry must be your original work and not copied. You warrant that your entry does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person 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). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).

- 4 You must not include any other person in your entry unless they have consented to you submitting it 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 (in its absolute discretion) and will be accessible to the general public to view.
- 5 The Promoter may copy and amend your entry and may use (or allow others to use) your entry and any rights in relation to your entry, to publicise this competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your entry or any amended version of it. The Promoter may also decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.
- 6 Where entry is via Instagram, you must follow the relevant Instagram Social Media Account up until the determination of the winner/s in order to be eligible to receive a prize.

Prizes

- 7 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.
- 8 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

General

- 9 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).
- 10 You/your companion/s 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 or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 11 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 (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.
- 12 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.
- 13 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.
- 14 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.
- 15 If any dispute arises between you and the Promoter concerning the conduct of this promotion 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.

- 16 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.
- 17 If publication will take place, by entering, you request that your full address not be published.
- 18 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, 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.
- 19 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

- 20 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.
- 21 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).
- 22 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.
- 23 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and X (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.