

Game of Skill Terms and Conditions for "amaysim's emoji decoding service" (on Facebook)

- <u>1.</u> Information on how to enter and the prize that forms part of these conditions. By entering this competition, participants agree to be bound by these conditions. Entries must comply with these conditions to be valid.
- <u>2.</u> Entry is open to all Australian residents who are existing Facebook subscribers.
- <u>3.</u> Employees of the Promoter and their immediate families and agencies associated with this competition are not eligible to enter this competition.
- 4. The competition runs on Tuesday, 17 July 2018 from 12:01am until 11:59pm (AEDT) subject to the promoter's discretion (Entry Period). These terms and conditions apply to each new competition and references to 'the competition' are references to each new competition held.
- <u>5.</u> To enter, send us a sentence using emojis only describing what you can't live without in your home. The emoji sentence has to be posted in the comments under the promotion thread on Facebook.
- 6. Prize: The best (1) entry received during the an Entry Period, as chosen by the judge or judges from each eligible entry received during the Entry Period will win 1 x Apple iPhone X, 64GB, Space Grey, Direct Import model (RRP \$1,579) plus 3x free renewals (28-day renewal cycle) of an of amaysim's UNLIMITED mobile plan of the winner's choosing. amaysim's UNLIMITED mobile plans come with unlimited standard national talk and text, are all for use in Australia, are for personal use only and automatically renew every 28 days. If customers run out of data, they can add more at any time. Additional data is 15.4c/MB or \$10/1GB. Terms & Fair Go policy apply, refer to our Critical Information Summaries.
- <u>7.</u> Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period will not be considered for the competition.
- <u>8.</u> A maximum of one entry per person is permitted. If an entrant submits more than one entry, the first entry in time will be regarded as the eligible competition entry.
- <u>9.</u> This competition is a game of skill. Chance plays no part in determining the winner. All valid entries received during the Entry Period will be judged individually on their merits in accordance with paragraph 5.
- <u>10.</u> Judging will take place within 5 business days of the end of the Entry Period of each competition at the Promoter's premises located at 17-19 Bridge St, Sydney, NSW 2000. Entries will be judged by a panel of judges from the Promoter.
- <u>11.</u> Winning participant will be notified on Facebook via private message on Facebook within 10 days of being selected as the winner. Once notified, the winner must provide their full name, date of birth, email address and phone number as instructed by amaysim. From there, an amaysim customer service representative will apply the plan to their account. The winning participant's entitlement to the prize will cease if not redeemed within 6 months of notification.
- <u>12.</u> The prize is not transferable and is not redeemable for cash. The judges' decision is final and binding no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if forged, manipulated



or tampered with in any way.

- 13. Entrants warrant that:
 - a. their entry is original and does not infringe the intellectual property rights of any third party; and
 - b. their entry does not contain any content that is sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, profession or age group, profane or pornographic, is obscene or offensive or violates any law.
- <u>14.</u> By entering this promotion, entrants grant the Promoter and its licensees and assignees a non-exclusive license to exercise all rights in perpetuity throughout the world in the entry at any time. This includes, but is not limited to, the right to display the entry or any part of the entry in whole or in part in any media, including on the amaysim community website, amaysim Facebook webpage, amaysim Twitter page, amaysim Instagram and amaysim YouTube channel. The participant acknowledges that they will not be entitled to any compensation for this continued use.
- <u>15.</u> Entrants warrant that any statement made in the entry in relation to amaysim's products and/or services accurately and truthfully reflect the entrant's opinion and experience of the products and/or services, and that any false or misleading testimonial made by an entrant in relation to the goods and/or services may be a breach of the Competition and Consumer Act 2010 (Cth).
- 16. Entry details remain the property of the Promoter and to the extent permitted by law, the Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of entering this competition, accepting and/or using a prize, except for any liability which cannot be excluded by law. The winner's first name, and their entry, may be published on:

https://www.facebook.com.au/amaysim; https://twitter.com/amaysimau and www.instagram.com/amaysimau/.

- <u>17.</u> The Promoter reserves the right to request verification of age, identity, residential address of the entrants and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this promotion.
- <u>18.</u> In the event that the winner is disqualified as described in paragraph 17, the judges will select an alternate winner to receive the prize.
- <u>19.</u> To the extent permitted by law, the Promoter reserves the right to disqualify an entrant or cancel, terminate, modify or suspend the competition without liability to the entrant.
- <u>20.</u> Any personal information collected by this promotion will be collected, disclosed and used in accordance with the Promoter's privacy policy, which is located at https://www.amaysim.com.au/terms-policies.html. By participating in a competition, participants accept the Promoter's privacy policy.
- <u>21.</u> If the winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on their behalf.
- <u>22.</u> Any costs associated with entering the competition and assessing the website are the responsibility of the entrant.
- <u>23.</u> This competition is in no way sponsored, endorsed or administered by or associated with Facebook or Apple, or their respective subsidiaries or associates from any and all liability resulting from this competition. The



- entrant is providing information to the Promoter and not to Facebook or Apple.
- 24. The Promoter assumes no responsibility, and the entrant releases the Promoter from responsibility, for any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property as a result of the entrant's participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant's conduct whether caused by the entrant, or associated with the equipment used in the conduct of this promotion. If, because of any such problem, this promotion is not able to be conducted as planned and/or the promotion's administration, security, fairness, or integrity are compromised or affected, the Promoter may cancel, terminate, modify or suspend the promotion and/or disqualify any entrant involved in interfering or tampering with the conduct of this promotion in any way.
- 25. The prize is subject to the terms and conditions of the Promoter.
- <u>26.</u> The promoter is amaysim Australia Ltd ABN 65 143 613 478 of 17-19 Bridge St, Sydney, NSW 2000.

