

## Vodafone Live! and Planet 3

### Tour De France Promotion

1. Information on how to enter and prizes forms part of these conditions of entry. Submission of an entry is deemed acceptance of these conditions of entry.
2. Entry is only open to **Australian residents aged 18 years or over who are Vodafone Live! or 3 Mobile Customers of the Promoter** ("Eligible Entrants").
3. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter.
4. Promotion commences **00:01 AEST 3 July 2010**. Entries close and must be received by **23:59 AEST on 26 July 2010** ("Promotional Period"). The draw will take place at MNET Group Limited, Level 2, 8 Leigh Street, Adelaide SA 5000 at 12:00 AEST on **30 July 2010**. The **winners** will be notified in writing and their **names** will be published in The Australian on 16 August 2010. An entry is deemed to be received at the time of its receipt by the Promoter and not at the time of transmission by the entrant.
5. To enter, Eligible Entrants must, during the Promotional Period, download one of the Exclusive Highlight Clips of the Tour de France on the Tour de France page of the Vodafone Live! or Planet 3 mobile portal. All Eligible Entrants who download an Exclusive Highlight Clip during the Promotional Period are automatically entered into the competition.
6. Only one entry permitted per Vodafone Live! or 3 mobile phone account.
7. Any costs associated with accessing or downloading are the entrant's responsibility and may depend upon the entrant's usage plan.
8. The Promoter reserves the right to verify the validity of entries and entrants (including an entrant's identity, age and address) and to disqualify any entrant who submits an entry that is not in accordance with these conditions of entry or who tampers with the entry process (including but not limited to tampering by way of use of automatic entry software or techniques designed to avoid payment of premium call or SMS costs). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Incomplete, indecipherable or illegible entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
10. Entrants must retain their mobile phone bill as proof of purchase. Failure to produce proof of purchase for all invalid entries when requested may, in the absolute discretion of the Promoter, result in the invalidation of all of an entrant's entries and forfeiture of any right to a prize.
11. The Promoter's decision is final and no correspondence will be entered into.
12. If there is a dispute as to the identity of an entrant, the entrant will be deemed to be the person in whose name the corresponding Vodafone Live! or 3 Mobile account is held.
13. The first valid **randomly** drawn from all Vodafone Live! valid entries received will win:  
**1 x Avanti Bike** (including postage to the winner's nominated address) valued at up to **A\$2000 RRP (inc GST)**

**Registered postage via Australia Post of Avanti Bike to the winner's nominated address valued at up to A\$500 (inc GST) (together, the "Prize").**

14. The first valid **randomly** drawn from all Planet 3 valid entries received will win: **1 x Avanti Bike** (including postage to the winner's nominated address) valued at up to **A\$2000 RRP (inc GST)**  
**Registered postage via Australia Post of Avanti Bike to the winner's nominated address valued at up to A\$500 (inc GST) (together, the "Prize").**
15. If the winner of **the Prize** is under 18 years of age, the Prize will be awarded to the winner's nominated parent or guardian.
16. Subject to the unclaimed prize draw clause, if for any reason whatsoever the Prize winner does not **claim** their Prize within 7 days of the date upon which the Promoter first attempts to contact them, then the Prize will be forfeited by the Prize winner and neither cash nor any other prize will be awarded in lieu.
17. If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with an alternative Prize to the equal value and/or specification, unless to do so would be prohibited by law and subject to any written directions from a regulatory authority.
18. If for any reason whatsoever beyond the reasonable control of the Promoter, the promotion is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) subject to any written directions from a regulatory authority, to cancel, suspend, modify, terminate or cancel the promotion.
19. Total prize pool value is **A\$5,000 (inc GST)**.
20. Unless otherwise stipulated, no Prize is transferable, exchangeable or redeemable for cash.
21. If required, an unclaimed prize draw may take place on **1 November 2010** at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner's name will be published in The Australian on **8 November 2010**.
22. Except for any implied condition or warranty the exclusion of which from these conditions of entry would contravene any statute or cause any part of these conditions of entry to be void ("Non Excludable Condition"), the Promoter excludes from these conditions of entry all conditions, warranties and terms, implied by statute, general law or custom. Except for any liability in relation to a Non Excludable Condition, the Promoter (including its officer, employees and agents) excludes all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the promotion, including, without limitation, the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these conditions of entry ; (e) any tax implications; and/or (f) a prize or use of a prize.

23. Each entrant consents, if the entrant becomes a winner, to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in an media for an unlimited period of time without remuneration for the purpose of promoting this promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.
24. The Promoter collects personal information in order to conduct the promotion and provide any goods/services requested and may, for that purpose, disclose such information to third parties, including, but not limited to, prize suppliers or a regulatory authority and for any purpose to which the entrant has previously consented, including but not limited to, future promotional, marketing and publicity purposes. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
25. The Promoter is **Vodafone Hutchison Australia Pty Limited of Level 4, 40 Mount Street, North Sydney, NSW 2060**, ABN 76 096 304 620.

NSW Permit No. LTPS/10/06066 ACT Permit No. TP 10/02762