

Vodafone Big Gigs Competition

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 open to Vodafone customers who are Australian residents aged 18 years and over with a pre-existing Instagram or Facebook account ("Eligible Entrants").
3. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this competition are ineligible to enter.
4. Competition commences at 12:00am on 16 September 2016 and entries close and must be received by 11:59PM on 1 November 2016 ("Competition Period").
5. To enter, Eligible Entrants must, during the Competition Period:
 - a. Take a photo in-store of themselves doing their most humorous rock-star or musician pose on their mobile phone; and
 - b. Post the photo to the Eligible Entrant's Instagram with the hashtag #vodafonebiggigs or post the photo on Vodafone's Facebook page ("Eligible Entry").
6. This is a game of skill and chance plays no part in the determination of winners. A judging panel will individually judge each Eligible Entry on the basis of the humour of the entry ("Judging Criteria").
7. The Judging Panel will select eleven (11) winners in its sole discretion out of all Eligible Entries received during the Competition Period.
8. Each winner will receive one (1) x \$200 Ticketek voucher. Total prize pool value is \$2200. Vouchers must be redeemed within 6 months.
9. Any costs associated with entering the competition are the entrant's responsibility.
10. The prize is subject to the conditions of entry of Ticketek (<http://premier.ticketek.com.au/shows/show.aspx?sh=GIFTSTC08>) and the promoter and its related bodies corporate are not responsible or liable for any direct or indirect loss suffered by any entrant as a direct or indirect result of the conduct of Ticketek.
11. Winners will be notified in writing through either Facebook or Instagram (depending on their entry method). Winners' entry and names may be published on Vodafone's social media accounts. The Promoter's decision is final and no correspondence will be entered into. 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.
12. If for any reason whatsoever the prize winner does not respond to the contact made on either Facebook or Instagram to collect their prize within 3 months following the date of notification, then the prize will be forfeited and neither cash nor any other prize will be awarded in lieu.
13. You are providing your information to the Promoter and not to Facebook and/or Instagram. This competition is in no way sponsored, endorsed or administered by, or associated with Facebook and/or Instagram and Entrants completely release Facebook and Instagram from any and all liability in connection with this competition.

14. 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, who tampers with the entry process or who submits an entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the competition. The Promoter also reserves the right to verify the validity of any voting or judging process in the competition and to disqualify any entrant who tampers with any voting or judging process, or otherwise does not act in accordance with these conditions of entry when participating in any voting or judging process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. Incomplete, indecipherable, or illegible entries will be deemed invalid. Any incorrect entrant details submitted may render the corresponding entry invalid. It is each entrant's responsibility to inform the Promoter if their personal details change prior to the Winner Notification Date.
16. Each work submitted as part of an entry ("Work") becomes the property of the Promoter. As a condition of entry, each entrant irrevocably grants to the Promoter a non-exclusive perpetual worldwide licence to use and exploit all intellectual property rights (including, without limitation, copyright) in and to the Work and consents to the Promoter doing (or omitting to do) any acts in respect of the Work which may otherwise constitute an infringement of an entrant's moral rights. For the avoidance of doubt, the Promoter use all or part of an entrant's Work(s) for promotional, marketing or publicity purposes, whether in respect of the competition, the Promoter or otherwise. Each entrant warrants to the Promoter that the Work submitted is an original work of the entrant which does not infringe any rights of any third party. A breach of the warranty set out in this condition will result in the entrant's entry being invalid. In addition, each entrant indemnifies the Promoter against all loss, damages and costs incurred by the Promoter arising from that entrant's breach of the warranty set out in this condition.
17. If a prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with an alternative prize to the equal value and/or specification, unless to do so would be prohibited by law.
18. If for any reason whatsoever beyond the reasonable control of the Promoter, the competition 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) to cancel, suspend, modify, terminate or cancel the competition.
19. These conditions of entry do not, nor do they intend to, limit, exclude or modify any non-excludable statutory guarantee under the *Competition and Consumer Act 2010* (Cth) or any other warranties (whether express or implied) or terms under any state or federal legislation which cannot be excluded.
20. Subject to clause 18 and to the maximum extent permitted under law, 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 competition, 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; (f) the cancellation or postponement of the Event; and/or (g) a prize or use of a prize. Nothing in these terms affects the statutory rights of any person under The Australian Consumer Law or any other applicable law.

21. 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 any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome), the Promoter and/or products/services supplied by the Promoter.
22. The Promoter collects personal information in order to conduct the competition 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.
23. The Promoter is **Vodafone Pty Limited of Level 4, 40 Mount Street, North Sydney, NSW 2060, ABN 76 062 954 554.**