

## Vodafone Forrest Chase Terms and Conditions

1. Information on how to enter the promotion and the available prizes forms part of these conditions of entry. Submission of an entry is deemed acceptance of these conditions of entry.

### ELIGIBILITY

2. Entry is only open to individuals who comply with these conditions of entry. Entrants must be available to pick up their prize (if a winner) from the Vodafone Forrest Chase store before 5:00pm on 30 December 2018 ("**Eligible Entrants**").
3. The promoter's employees and their immediate families, its retailers, suppliers and associated companies and agencies are not eligible to enter the promotion.

### PROMOTIONAL PERIOD

4. This promotion commences at 08:00am (AWST) on 30 November 2018 and closes at 5:00pm (AWST) on 2 December 2018 ("**Promotional Period**"). All entries must be received before the end of the Promotional Period.

### HOW TO ENTER

5. To enter, an Eligible Entrant must:
  - a. complete and submit a designated entry form (**Form**) at the Vodafone Forrest Chase store during the Promotional Period by entering all their relevant details, including the entrant's name, contact number and email address; and
  - b. during the Promotional Period, agree to the Vodafone Privacy Policy and these conditions of entry.
6. The Vodafone Forrest Chase store is located at Shop T13 Forrest Chase Mall, 200-204 Murray Street Mall, Perth, 6000 WA.
7. Only one entry is permitted per Eligible Entrant.
8. The Promoter reserves the right to verify the validity of entries and Eligible Entrants and to disqualify any Eligible Entrant whom the Promoter believes has either tampered with the entry process or has submitted an entry otherwise than in accordance with these conditions of entry.
9. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. Any costs associated with entering the competition are the Eligible Entrant's responsibility.
11. All entries are deemed to be received at the time of receipt into the promotion database and not at the time of transmission by the Eligible Entrant.
12. Incomplete, indecipherable or illegible entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
13. Each valid entry has an equal probability of winning.
14. All entries become the property of the Promoter. The Promoter's decision is final and no correspondence will be entered into. No responsibility is accepted for entries not received by the Promoter. Entries will be deemed invalid if stolen, forged, mutilated or tampered with in any way.

### DRAWS & PRIZES

15. The prizes will be drawn using a barrel draw. The time of the draw will be 5:15pm on 2 December 2018 at the Vodafone Forrest Chase store.
16. The first three (3) valid entries drawn will win a Google Home Hub, valued at \$219.00 RRP. The total prize is valued at up to \$657.00.
17. Prizes are not transferable or exchangeable and are not redeemable for cash. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST, and are correct at the time of printing.
18. If the promoter is unable to supply the nominated prize, or part of any nominated prize, the promoter reserves the right, subject to the written directions of any competent authority, to supply another prize of greater or equal value.
19. If for any reason whatsoever a prize winner does not claim their prize or an element of their prize by 5:00pm on 30 December 2018, then the prize or that element of the prize will be forfeited by the winner and neither cash nor any other prize will be awarded in lieu of that prize or that element of the prize.
20. All additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the sole responsibility of the winner.

## NOTIFICATION

21. Winners will be notified via phone immediately following the draw. If notification is not, or cannot be made, in person, winners will be notified in writing within two days of the draw.
22. Winners will be asked to arrange a mutually acceptable time for collection of the prize with Vodafone Forrest Chase store staff.
23. The Promoter will take all reasonable steps to notify the winners of the results of the draws, including by emailing the email address provided upon entry. The Promoter's decision is final and no correspondence will be entered into.

## GENERAL

24. Eligible Entrants can only enter in their own name and must enter a valid email address. The Promoter reserves the right to request the Eligible Entrant produce appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Eligible Entrant's eligibility to enter and claim a prize, before issuing a prize.
25. The Promoter assumes no responsibility for, and the Eligible 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 (including computer systems and servers) as a result of the Eligible Entrant's participation in this promotion or the conduct of the promotion generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the Eligible Entrant or associated with the equipment or programming 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 (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the promotion and/or disqualify any Eligible Entrant involved in interfering or tampering with the conduct of this promotion in any way.
26. These terms and conditions do not, nor do they purport to, limit, exclude or modify any non-excludable statutory guarantees provided under the *Competition and Consumer Act 2010*(Cth), or any other warranties (whether express or implied) under any state or federal legislation which cannot be excluded.
27. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
28. To the fullest extent permitted by law and without limiting any other conditions of entry, the Promoter may, in its discretion, terminate, modify or suspend the promotion, subject to any directions given by any relevant authority. All Eligible Entrants participating in the promotion at the point of termination, modification or suspension of the promotion will be notified by the Promoter in writing. In the event of modification or suspension of the promotion, the Eligible Entrant may choose to terminate their participation in the promotion at no cost.
29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. The entrant releases Facebook and Instagram from all liability in relation to the promotion. The entrant is providing information to the promoter and not to Facebook or Instagram.
30. The Promoter collects personal information about an Eligible Entrant to include the Eligible Entrant in the promotion and, where appropriate, award prizes. If the personal information requested is not provided, the entrant cannot participate in the promotion and is deemed ineligible. All personal information will be stored at the office of the Promoter. Details from all entries will be collected and used for the purposes of conducting this promotion (which may include disclosures to third parties for the purpose of processing and conducting the promotion). By entering this promotion, Eligible Entrants consent to the use of their information as described. Eligible Entrants may access and/or change their data by following the procedures in the Promoter's Privacy Policy which may be located here: <http://www.vodafone.com.au/about/legal/privacy>.
31. The Promoter is **Vodafone Hutchison Australia Pty Ltd of Level 4, 40 Mount Street, North Sydney NSW 2060, ABN 76 096 304 620 ("Vodafone")**.