

## Vodafone O-Week 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 only open to University students with a valid Australian University ID, aged 18 years or over, who are Australian residents of NSW, TAS, NT, ACT, VIC, SA, QLD or WA and possess an Australian mailing address. ('Eligible Entrants').
3. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter.
4. Competition commences on 8 February 2017 at 9.00 AEST and entries close and must be received by **5.00 AEST** on 10 March 2017 ("Competition Period"). Winners will be notified by telephone by **13 March 2017** ("Winner Notification Date"). 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.
5. This is a game of skill and chance plays no part in the determination of winners. Each entry will be individually judged according to its merits on the basis of the uniqueness of the entrant's passion and the creative use of technology ('Judging Criteria') as determined by the Promoter in its sole discretion.
6. To enter, entrants must:
  - a) Visit a Vodafone stall at a Nominated University's (see clause 22) O-week campus throughout Australia;
  - b) Agree to these Terms & Conditions;
  - c) Complete the online entry form on the tablet provided at the Vodafone O-week stall, providing their Name, Telephone Number, Email Address and University; and
  - d) Fill in all the answers of the quiz;during the Competition Period.
7. Only one entry is permitted per entrant. Any subsequent entries after the first valid entry will be void. Any costs associated with entering the competition are the entrant's responsibility.
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, 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. 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 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.

10. If there is a dispute as to the identity of an entrant, the Promoter will request photo ID with the full name of the entrant in order to verify the identity of the entrant.
11. The five (5) best entries as determined by the Promoter, in its sole discretion, in reference to the Judging Criteria, will each win 1 x Sony PS4® 500GB Slim Console valued at \$400.00, controller mount valued at \$39.00 and a Xperia™ X 4G Phone ('Device') valued at \$799.00, with the total prize valued at \$1,238. The stated prize value is the recommended retail value (including GST) in Australia as provided by the supplier and is correct at the time of printing. The prize does not include, and winners are responsible for, making connection with a service provider and for payment of all associated access, call and other charges including SIM costs. The Promoter accepts no responsibility for any variation in the value of the prize. The Promoter accepts no responsibility for prizes damaged or lost in transit.
12. If for any reason a winner does not claim their prize within 72 hours from when the Promoter first attempts to contact them via the telephone number supplied in the winner's entry, they will forfeit their prize and neither cash nor any other prizes will be awarded in lieu. In this case the Promoter will select the next best entry on the basis of the Judging Criteria that has not already been awarded a prize. This process will continue either until the particular prize is claimed or valid entries are exhausted, whatever happens first. The Promoter will make reasonable efforts to contact each winner during the 72 hour period each winner has to redeem their prize. Prizes will be distributed via post to the address provided by each winner during the telephone call from the Promoter to that winner, and a winner will be considered to have forfeited their prize if they do not provide a valid Australian postal address.
13. 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.
14. 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.
15. 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 promotion.
16. Unless otherwise stipulated, no prize is transferable, exchangeable or redeemable for cash.

17. 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) (**CCA**) or any other warranties (whether express or implied) or terms under any state or federal legislation which cannot be excluded.
18. The following applies to goods and services supplied by the Promoter (including prizes) in accordance with these conditions of entry which provide a warranty against defects: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
19. Subject to clause 17 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 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; [(f) the cancellation or postponement of an O-Week 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.
20. 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
21. The Promoter is Vodafone Pty Limited of Level 4, 40 Mount Street, North Sydney, NSW 2060, ABN 76 062 954 554.
22. The following are Nominated Universities:
  - i) University of Queensland
  - ii) QUT
  - iii) Griffith University
  - iv) James Cook University
  - v) University of Sunshine Coast
  - vi) University of Southern QLD
  - vii) University of Tasmania
  - viii) Deakin University
  - ix) Federation University

- x) La Trobe University
- xi) Monash University
- xii) RMIT University
- xiii) Swinburne University of Technology
- xiv) University of Melbourne
- xv) Victoria University
- xvi) University South Australia
- xvii) University of Adelaide
- xviii) Macquarie University
- xix) University of Western Sydney
- xx) Charles Sturt
- xxi) ANU Civic
- xxii) Canberra University
- xxiii) UNSW
- xxiv) UTS
- xxv) University of Sydney
- xxvi) University of Wollongong
- xxvii) University of WA
- xxviii) Murdoch
- xxix) Curtin University
- xxx) Edith Cowan University
- xxxi) Charles Darwin University