

The Vodafone Overseas Bestie competition ("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. The Promoter is **Vodafone Pty Limited of Level 4, 40 Mount Street, North Sydney, NSW 2060, ABN 76 062 954 554 ("Promoter")**.
3. You are providing your information to the Promoter and not to Facebook. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook and Eligible Entrants completely release Facebook from any and all liability in connection with this Promotion.
4. Entry is only open to Australian residents aged 18 years or over who are existing Vodafone customers and an existing Facebook account. ("**Eligible Entrants**").
5. Employees (and their immediate families) of the Promoter, participating retailers and agencies associated with this promotion are ineligible to enter.
6. Promotion commences 12.00 pm (AEST) on 21 October 2014, and entries close and must be received by 5.00pm (AEST) on 28 October 2014 ("**Competition Period**"). 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.
7. To enter, Eligible Entrants must during the Competition Period write about a loved one, family member or friend who lives overseas and why they would love to surprise them for an upcoming occasion or celebration. Eligible Entrants must do this by:
 - a. logging into their Facebook account; and
 - b. leaving a comment on the Vodafone Facebook wall or Vodafone Facebook status update relating to this Promotion and using the hashtag "#Vodafone21" in their post;together, "**Eligible Entry**".
8. Three (3) Eligible Entrants will be selected as winners based on the quality of their Eligible Entry as judged by the Promoter in their sole discretion ("**Winner**"). Each winner will win one of three (3) overseas travel experiences valued at \$7,500 each, ("**Prize**").
9. The Prize is a five (5) day overseas trip and includes:
 - a. Return flights to choice of destination listed on the Vodafone '\$5 Roaming' webpage (<http://support.vodafone.com.au/articles/FAQ/5-Dollar-Roaming>) from the Winners' nearest capital city airport;
 - b. Transfer from home to departure airport, transfer to accommodation from arrival airport and transfer home from return airport;
 - c. Travel insurance to the approximate value of \$300 from Travel Edge;
 - d. Four (4) nights' four star accommodation for one person;
 - e. travel money in an amount to be determined by Vodafone being the amount, if any, which is available calculated from the total value of the Prize of \$7,500 less the costs of the items at subparagraphs 9 a., b., c., d., and f. ;
 - f. the choice between a \$50 Vodafone Red Sim and five days of \$5 roaming or Winner to keep their current mobile device and Vodafone to credit \$75 to the Winner's current Vodafone account;
 - g. a Samsung Galaxy S5 mobile device (device and SIM card only);
10. Winners must be available to claim the Prize and travel between the dates 1 November 2014 to 30 November 2014.
11. Winners acknowledge and agree to use the Samsung Galaxy Note 4 mobile device referred to in clause 9(g) to keep a video diary throughout the length of the trip. Winners consent to Vodafone obtaining and using the Winners' recorded content to develop a video for the purpose of promotion of

this Promotion (including any outcome), the Promoter and/or products/services supplied by the Promoter on any media, including social media, for an unlimited period without remuneration. Winners are responsible for obtaining and paying for all other associated airfares, meals, beverages, extra activities, travel expenses, fees and charges and other ancillary costs not expressly provided for in the Prize. The Winners are responsible for obtaining all things necessary to use the Prize, including, without limitation, a valid Passport.

12. Total number of prizes: 3 x Prizes. Total prize pool value \$22,500.
13. 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 creativity and fulfilment of the brief referred to in clause 7 of these terms and conditions, as determined by the Promoter in its sole discretion. The Promoter's decision is final and no correspondence will be entered into.
14. Multiple entries will be accepted but an Eligible Entrant may only be a Winner once. Any costs associated with entering the competition including costs associated with uploading the photographs are the entrant's responsibility.
15. Winners' will be notified on 31 October 2014 through Facebook ("**Winner Notification Date**").
16. Winners' names may be published on www.facebook.com/Vodafoneau, www.Instagram.com/vodafoneau, www.twitter.com/VodafoneAU, www.blog.vodafone.com.au].
17. 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 Promoter accepts no responsibility for any variation in the value of the prize. The Promoter and its associated agencies and companies accept no responsibility for prizes damaged or lost in transit.
18. Any unused balance of the Prize will not be awarded as cash or as any other prize
19. Redemption of the Prize is subject to the Winner consenting to and signing the Vodafone release form for this competition.
20. Redemption dates apply and the Promoters are not responsible for any failure by a Winner to redeem the Prize by any applicable redemption date.
21. Entrants agree not to submit any material with their entry, which contains any infringing, illegal, pornographic material or is likely to cause offence.
22. 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 promotion 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 Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights.
23. 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.
24. All Winners must present sufficient identification (as determined by the Promoter in their sole discretion and may include a drivers licence or passport) to the Promoter before they can accept their prize.
25. 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 relevant drivers' licence or passport.
26. If for any reason whatsoever the prize Winner does not take their prize or an element of their prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited by the prize Winner and neither cash nor any other prize will be awarded in lieu. In any event, if the

Winner does not claim their prize within 48 hours of the date upon which the Promoter first attempts to contact them, they will forfeit the prize and the Promoter will select the next best entry. This process will continue either until the particular prize is claimed or valid entries are exhausted, whichever occurs first.

27. 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 Promoters arising from that entrant's breach of the warranty set out in this condition.
28. In the event that the Eligible Entry features an image or name of a third party, the entrant warrants they are able to, and will, procure the consent of that third party (or their parent/guardian if that third party is under the age of 18 years) to submit the Eligible Entry and for it to be used in accordance with these terms and conditions of entry. 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 Promoters arising from that entrant's breach of the warranty set out in this condition.
29. If a prize (or part of any prize) is unavailable, the Promoter, in its sole 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.
30. 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.
31. Unless otherwise stipulated, no Prize, is transferable, exchangeable or redeemable for cash.
32. 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.
33. 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.
34. Subject to clause 27 and to the maximum extent permitted under law, the Promoter (including its officers, 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 (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.

35. 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 promotion (including any outcome), the Promoter and/or products/services supplied by the Promoter.
36. The Promoter collect 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 Promoters.