

## **Game of Skill Terms and Conditions for amaysim's international day of happiness competition**

1. Information on how to enter and prizes form part of these conditions. By entering this promotion, participants agree to be bound by these conditions. Entries must comply with these conditions to be valid.
2. Entry is open to all Australian residents.
3. Employees of the Promoter and their immediate families and agencies associated with this competition are not eligible to enter this competition.
4. To enter, participants must answer the following question within the entry form provided on our website: Why would winning an S9 make you happy?
5. The competition commences at 12:00PM (AEDT) Tuesday 20 March 2018 and closes at 11.59pm (AEDT) Tuesday 20 March 2018 (Entry Period).
6. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period will not be considered for the competition.
7. A maximum of one entry per person is permitted. If an entrant submits more than one entry, the first entry in time will be regarded as the eligible competition entry.
8. This is a game of skill. Chance plays no part in determining the winners. All valid entries received during the Entry Period will be judged individually on their merits based on originality and creativity.
9. Judging will take place within 5 business days of the end of the Entry Period at the Promoter's premises located at 17-19 Bridge St, Sydney, NSW 2000. Entries will be judged by a panel of judges from the Promoter.

### **Prize**

10. The best (1) entry received during the applicable Entry Period, as chosen by the judge or judges from each eligible entry received during the Entry Period will win: 1 x Samsung Galaxy S9 (RRP \$1199)
11. The winner will be notified via the email they provided in their entry form within 10 days of being selected as the winner of the prize. Once notified, the

winner must provide their full name, phone number and postal address. From there, amaysim will post the prize to the address provided by the winner, within 14 days of receiving the address.

12.The prize is not transferable and is not redeemable for cash. The judges' decision is final and binding – no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if forged, manipulated or tampered with in any way.

13.Entrants warrant that:

- a) Their entry is original and does not infringe the intellectual property rights of any third party; and
- b) Their entry does not contain any content that is sexually explicit, violent or derogatory of any ethnic, racial, gender, religious, profession or age group, profane or pornographic, is obscene or offensive or violates any law.

14.By entering this promotion, entrants grant the Promoter and its licensees and assignees a non-exclusive license to exercise all rights in perpetuity throughout the world in the entry at any time. This includes, but is not limited to, the right to display the entry or any part of the entry in whole or in part in any media, including on the amaysim community website, amaysim Facebook webpage, amaysim Twitter page, amaysim Instagram and amaysim YouTube channel. The participant acknowledges that they will not be entitled to any compensation for this continued use.

15.Entrants warrant that any statements made in the entry in relation to amaysim's products and/or services accurately and truthfully reflect the entrants' opinion and experience of the products and/or services, and that any false or misleading testimonial made by an entrant in relation to the goods and/or services may be a breach of the Competition and Consumer Act 2010 (Cth).

16.Entry details remain the property of the Promoter and to the extent permitted by law, the Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of entering this competition, accepting and/or using a prize, except for any liability which cannot be excluded by law. Winners' names, and their entries,

may be published on: <https://www.facebook.com/amaysim>; <https://twitter.com/amaysimau> and [www.instagram.com/amaysimau/](https://www.instagram.com/amaysimau/).

17. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this promotion.
18. In the event that a winner is disqualified, in accordance with these terms and conditions, the judges will select an alternate winner to receive the prize.
19. To the extent permitted by law, the Promoter reserves the right to disqualify an entrant or cancel, terminate, modify or suspend the competition without liability to the entrant.
20. Any information collected from this promotion will be collected, disclosed and used in accordance with the Promoter's privacy policy, which is located at <https://www.amaysim.com.au/terms-policies.html>.
21. If any winner is under the age of 18 years, the prize will be awarded to that winners' nominated parent or guardian on their behalf.
22. Any costs associated with entering the competition and accessing the website are the responsibility of the entrant.
23. This competition is in no way sponsored, endorsed or administered by or associated with Facebook or Samsung. Entrants release Facebook and Samsung and their respective subsidiaries and associates from any and all liability resulting from this competition. The entrant is providing information to the Promoter and not to Facebook.
24. The prize is subject to the terms and conditions of the Promoter.
25. The promoter is amaysim Australia Ltd ABN 65 143 613 478 of 17-19 Bridge St, Sydney, NSW 2000.