

**Terms and Conditions of Entry for the My Telstra Experience Monthly Prize Draw Promotion ("Promotion")**

1. Information about how to enter and prize details form part of these Conditions of Entry. Entry into this Promotion is deemed to be an acceptance of these Conditions of Entry.
2. The Promoter is Telstra Corporation Limited ABN 33 051 775 556 of Level 41, 242 Exhibition Street, Melbourne VIC 3000 ("**Promoter**").
3. The Promotion will be open from 9:00 am Australian Eastern Daylight Saving Time ("**AEDST**") on 1 December 2017 and will continue until 11:00 pm AEDST on 30 November 2018 ("**Promotion Period**").
4. Entry is open to Australian residents, who are Telstra customers other than management, employees or contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including suppliers of prizes), and their immediate families ("**Eligible Entrants**").
5. To register for this Promotion, Eligible Entrants must, during the Promotion Period, complete the following steps:
  - (a) receive an invitation from the Promoter to participate in the My Telstra Experience Online Community Panel (by way of an email, online advertising or any other media);
  - (b) visit the My Telstra Experience website, located at <https://www.mytelstraexperience.com.au> ("**Website**");
  - (c) click on either;
    - i. the "Not a Member" button and follow the prompts to register; or
    - ii. log in using your email address and password;
  - (d) complete the qualifying survey available on the Website by accurately answering the initial survey questions and submitting the completed initial survey;
  - (e) receive an email notification from the Promoter notifying the Eligible Entrant that he or she has been accepted for participation in the My Telstra Experience Panel ("**Confirmation Email**"); and
  - (f) reply to the Confirmation Email confirming his or her willingness to participate in the My Telstra Experience Panel, ("**Eligible Registration**").
6. During the Promotion Period, the Promoter will send (via email), to Eligible Entrants who have completed an Eligible Registration, surveys to be completed ("**Entry Surveys**"). For each Entry Survey completed, Eligible Entrants will receive one entry into the Promotion ("**Eligible Entry**"). Each Entry Survey may only be completed once.
7. If an entrant is under 18 years, they must have their parent or guardian's consent to enter this promotion. The Promoter reserves the right to request this consent in writing.
8. A parental or guardian consent referred to in these terms must:
  - (a) consent to the matters referred to in these terms and conditions; and
  - (b) include the words "in consideration of Telstra agreeing to admit the entrant into this Promotion, [name of Parent or Guardian] agrees to be bound by the terms of entry into the Promotion".

**Monthly Prizes**

9. Computerised draws for monthly prizes ("**Monthly Draws**") will take place at the times and dates set out in clause 11 at Level 34, 242 Exhibition Street Melbourne, Victoria 3000 ("**Draw Location**"), from all entries received during the relevant Entry Period shown in clause 11. All Monthly Draws will be conducted by a representative of the Promoter.

10. The Eligible Entrants with the first twenty-five (25) valid Eligible Entries drawn in each Monthly Draw will each win from the Promoter a GiftPay eGift in the amount of \$100 (inc GST) (each a **"Monthly Prize"**). The GiftPay eGift will be marked not negotiable.

11. Monthly Prize draw details are as follows (all times given are AEDST unless otherwise specified):

| Month | Entry Period                                       | Draw time and date      | Notification date | Publication date | Claim time & date      | Re-draw time & date      | Re-draw notification | Re-draw publication |
|-------|--|-------------------------|-------------------|------------------|------------------------|--------------------------|----------------------|---------------------|
| 1     | 9:00 am 1/12/17 to 11:59 pm 31/12/17               | 11:00 am 9/1/18         | 11/1/18           | 18/1/18          | 9:00am AEST on 11/4/18 | 10:00 AEST am on 11/4/18 | 13/4/18              | 20/4/18             |
| 2     | 12:00 am 1/1/18 to 11:59 pm 31/1/18                | 11:00 am 5/2/18         | 7/2/18            | 14/2/18          | 9:00am AEST on 7/5/18  | 10:00 am AEST on 7/5/18  | 9/5/18               | 16/5/18             |
| 3     | 12:00 am 1/2/18 to 11:59 pm 28/2/18                | 11:00 am 5/3/18         | 7/3/18            | 14/3/18          | 9:00am AEST on 6/6/18  | 10:00 am AEST on 6/6/18  | 8/6/18               | 15/6/18             |
| 4     | 12:00 am 1/3/18 to 11:59 pm 31/3/18                | 11:00 am 3/4/18         | 5/4/18            | 12/4/18          | 9:00am AEST on 3/7/18  | 10:00 am AEST 3/7/18     | 5/7/18               | 12/7/18             |
| 5     | 12:00 am 1/4/18 to 11:59 pm AEST on 30/4/18        | 11:00 am AEST on 7/5/18 | 9/5/18            | 16/5/18          | 9:00am AEST on 2/8/18  | 10:00 am AEST on 2/8/18  | 6/8/18               | 13/8/18             |
| 6     | 12:00 am AEST on 1/5/18 to 11:59pm AEST on 31/5/18 | 11:00 am AEST on 5/6/18 | 7/6/18            | 14/6/18          | 9:00am AEST on 7/9/18  | 10:00 am AEST on 7/9/18  | 10/9/18              | 17/9/18             |
| 7     | 12:00 am AEST on                                   | 11:00 am                | 5/7/18            | 12/7/18          | 9:00am 3/10/18         | 10:00 am 3/10/18         | 5/10/18              | 12/10/18            |

|    |   |                          |         |          |                |                  |         |          |
|----|---|--------------------------|---------|----------|----------------|------------------|---------|----------|
|    | 1/6/18 to 11:59 pm AEST on 30/6/18                  | AEST on 3/7/18           |         |          |                |                  |         |          |
| 8  | 12:00 am AEST on 1/7/18 to 11:59 pm AEST on 31/7/18 | 11:00 am AEST on 1/8/18  | 3/8/18  | 10/8/18  | 9:00am 2/11/18 | 10:00 am 2/11/18 | 5/11/18 | 12/11/18 |
| 9  | 12:00 am AEST on 1/8/18 to 11:59 pm AEST on 31/8/18 | 11:00 am AEST on 4/9/18  | 6/9/18  | 13/9/18  | 9:00am 4/12/18 | 10:00 am 4/12/18 | 6/12/18 | 13/12/18 |
| 10 | 12:00 am AEST on 1/9/18 to 11:59 pm AEST on 30/9/18 | 11:00 am AEST on 2/10/18 | 4/10/18 | 11/10/18 | 9:00am 8/1/19  | 10:00 am 8/1/19  | 10/1/19 | 17/1/19  |
| 11 | 12:00 am AEST on 1/10/18 to 11:59 pm on 31/10/18    | 11:00 am on 6/11/18      | 8/11/18 | 15/11/18 | 9:00 am 5/2/19 | 10:00 am 5/2/19  | 7/2/19  | 14/2/19  |
| 12 | 12:00 am on 1/11/18 to 11:00 pm on 30/11/18         | 11:00 am on 4/12/18      | 6/12/18 | 13/12/18 | 9:00 am 5/3/19 | 10:00 am 5/3/19  | 7/3/19  | 14/3/19  |

12. Monthly Prize winners will be notified via email commencing on the relevant notification date set out in clause 11. The winners' details will be published on the My Telstra Experience website on the relevant publication date set out in clause 11.
13. In the event that a Monthly Prize has not been claimed by the relevant claim date set out in clause 11, a computerised re-draw for the prize will take place at the re-draw time and date set out in clause 11 at the Draw Location, subject to any written directions given by State and Territory gaming departments. The re-draw prize winner will be notified by telephone and in writing commencing on the re-draw notification date set out in clause 11. The re-draw

winner's details will be published on the My Telstra Experience website on the re-draw publication date set out in clause 11.

## **General**

14. The total prize pool value is \$30,000.00 (including GST).
15. In the event a winner is under the age of 18 years, the prize will be awarded to the winner's parent or guardian on their behalf.
16. The prize is not transferable or exchangeable and the cheque will be not negotiable. All other costs associated with the prize, are the responsibility of the winner.
17. The Promoter excludes all warranties in relation to supply of the prize, except those that cannot be excluded by law.
18. If a winner chooses not to take the prize or any component of it (or is unable to), they forfeit the prize and the Promoter is not obliged to substitute the prize or any component.
19. The Promoter shall not be liable for any prize that may be lost, stolen, forged, damaged or tampered with in any way before it reaches the winner.
20. The Promoter accepts no responsibility for any variation in the value of a prize.
21. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of equal or greater monetary value to the nominated prize, subject to any written directions given by State or Territory gaming departments.
22. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
23. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to State and Territory regulations.
24. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
25. Incomplete, illegible or incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
26. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
27. To the extent that these terms are unenforceable or do not comply with the law, that term is to be read down, or excluded to the extent required to comply with the law.
28. By entering the Promotion, the entrant understands and agrees that the Promoter may use and disclose the information provided by the entrant on the terms and for the purposes (including marketing) set out in the Promoter's Privacy Statement available at [www.telstra.com.au/privacy/privacy\\_statement.html](http://www.telstra.com.au/privacy/privacy_statement.html) or by calling 1800 039 059, as if they were a customer of the Promoter. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this promotion or communicating with entrants and to State and Territory lottery departments and winners' names may be published as required under the relevant legislation. The entrant agrees that the Promoter can continue to contact them even after this Promotion ends. If the entrant would like to access or correct the personal information that the Promoter holds about the entrant, or if the entrant does not

wish the information to be disclosed, the entrant should advise the Promoter by phoning 1800 039 059.

29. By entering into the Promotion, the entrant agrees and acknowledges that:
- (a) they may be contacted by the Promoter to provide comments about the competition and the Promoter (or an agent of the Promoter) may take photos of them;
  - (b) the Promoter may use such comments or photos (the "**Materials**") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
  - (c) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - (d) they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose;
  - (e) they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("**Moral Rights**");
  - (f) they waive all Moral Rights in the Materials that arise outside Australia; and
  - (g) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
30. To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to direct or indirect loss) or personal injury suffered or sustained in connection with this Promotion.
31. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize.

**Authorised by permit numbers:**

**NSW:** LTPS/17/19705

**SA:** T17/2190