

Terms and Conditions for entry into the Telstra #telstra24x7 Promotion (“Promotion”)

OFFICIAL RULES FOR THE CAMPAIGN

1 Information on how to enter and prize details forms part of these conditions. By entering the Promotion, entrants are deemed to have accepted these terms and conditions.

2 The Promoter is Telstra Corporation Limited, ABN 33 051 775 556 of 180 Lonsdale Street, Melbourne, VIC, Australia, 3000 (“Promoter”).

3 The Promotion will be divided into two separate weeks as follows:

a. Week 1 - opens 9.00 am AEST on 1st October 2014 and closes at 5.00pm AEST on 8th October 2014;

b. Week 2 - opens 9.00 am AEST on 9th October 2014 and closes 5pm AEST on 15th October 2014;

(each a “Week” and together the “Promotion Period”)

WHO CAN ENTER

4 Entry is open to all Australian residents over the age of 14 years, excluding management, employees or contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including supplier of prizes) and their immediate families (“Eligible Entrants”). Entrants must be Telstra customers.

HOW TO ENTER

5 To enter and be eligible to win, Eligible Entrants must upload an original photo of themselves to Telstra 24x7 Facebook, Crowdsupport or @telstra Twitter using the #telstra24x7 OR provide 25 words or less (each an “Eligible Entry”).

6 Eligible Entrants can only enter the Promotion once per week.

7 The entry must be:

- a) the original, independent creation of the entrant;
- b) not infringe any third party rights, including copyright, trademark or privacy
- c) have the consent of any person appearing in the video or photo; and
- d) entered via Telstra 24x7 Facebook, Crowdsupport or @telstra Twitter,

8 The Promoter has the discretion to delete Eligible Entries, if judged inappropriate in the Promoter’s sole discretion.

HOW TO WIN

9 Judging of all Eligible Entries received for each Week during the Promotion Period will take place at 12pm AEDST on the relevant dates set out below at 180 Lonsdale Street, Melbourne VIC 3000. Judging will be conducted by a representative of the Promoter. This is a game of skill only and chance plays no part in determining the winner.

The winning entry will be determined based on originality, uniqueness and creativity as judged by us in our sole discretion.

The winning entries will be decided on:

a. Week 1 – 8th October 2014

b. Week 2 – 16th October 2014

PRIZES

10 The Eligible Entrant from each Week with the most creative Eligible Entry as determined by

the judges in their sole and absolute discretion, will receive a \$5,000 Flight Centre voucher (one voucher per week).

11 The Prize winners will be notified in writing within two days of judging via the social media platform used to submit their entry. The Prize will be distributed within 4 weeks of the judging date.

12 If any Prize has not been claimed within 14 days of the relevant judging date set out in clause 9, the Prize will be forfeited and distributed at the Promoter's absolute discretion.

GENERAL

13 The total Prize pool is valued at \$10,000 (inc GST)

14 The Prize is not transferrable, exchangeable or redeemable for cash.

15 The Promoter excludes all warranties in relation to supply of the Prize, except those that cannot be excluded by law.

16 The winners may be required to sign a release and indemnity form in favour of the Promoter and return that document to the Promoter prior to receiving the Prize.

17 If the winners chooses not to take the Prize or any component of it (or is unable to), the Prize is forfeited and the Promoter is not obliged to substitute the prize or any component.

18 The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize.

19 The Promoter accepts no responsibility for any variation in the value of the Prize.

20 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.

21 This promotion is in no way sponsored, endorsed or administered by Facebook. Entrants are providing their information to the Promoter and not to Facebook. The information provided will only be used for this Promotion.

22 Any questions, comments or complaints regarding this Promotion should be directed to the Promoter and not to Facebook. The Promoter releases Facebook from each entry into the Promotion.

23 Any Eligible Entrant attempting to enter more than once per Week, or by using multiple social media accounts, will be ineligible to win.

24 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, incomplete, 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.

25 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.

26 The Promoter and the agencies and companies associated with this Promotion take no responsibility for the Prize being damaged in transit or for any delay in delivery of the Prize or for the Prize becoming lost or stolen after it has been delivered to, collected by and/or released to the Prize winner.

27 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.

28 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 valid or eligible to win.

29 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.

30 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.

31 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) of conducting this promotion and for other purposes of collection as set out in the Promoter's Privacy Statement available at 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.

32 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, or the Eligible Entries (the "Materials") for the Promoter's future promotional and marketing purposes without further reference or compensation to them) 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) by entering the Promotion, 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.

33 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 consequential loss) or personal injury suffered or sustained in connection with this Promotion.