



## TPG Mobile Competition Terms and Conditions

### Overview

1. Information on how to enter the TPG Mobile Competition (**Competition**) and the available prizes forms part of these conditions of entry. Submission of an entry is deemed acceptance of these terms and conditions.
2. The Promoter is TPG INTERNET PTY LTD (ABN 15 068 383 737) of 1/177 Pacific Highway, North Sydney, NSW 2060 Australia (**TPG** or **Promoter**).

### Eligibility

3. Entry is only open to Australian residents aged 18 or over who have not previously purchased a TPG mobile SIM plan (**Eligible Entrants**).
4. Customers who purchase a new TPG SIM plan through the TPG call centre are ineligible to enter.
5. Employees (and their immediate families) of the Promoter, participating retailers or any of their associated agencies or companies are ineligible to enter.

### Competition Period

6. The Competition commences at 12:00AM (AWST) Friday, 1 April 2022 and concludes at 11:59PM (AWST) Saturday, 30 April 2022 (**Competition Period**).

### How to enter

7. To enter, Eligible Entrants must, during the Competition Period, purchase, sign up and connect to a new [TPG mobile SIM plan](#) (**TPG Mobile Service**). The purchasing, signing up and connecting to the TPG Mobile Service must all be done online by Eligible Entrants.
8. Entry into the Draw will occur automatically upon satisfying the entry requirements in clause 7 above.
9. Eligible Entrants may only enter the Competition once. Eligible Entrants will receive a maximum of one (1) entry regardless of the number of times they satisfy the entry requirements set out in clause 7 above.
10. If an Eligible Entrant enters the Competition during the Competition Period but disconnects their TPG Mobile Service before the Draw, that Eligible Entrant will be removed from the Competition and will be ineligible to receive a prize.
11. Entries will only be considered if they are made within the Competition Period.
12. 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.
13. Any costs associated with entering the Competition are the entrant's responsibility.
14. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who the Promoter believes has either tampered with the entry process or has submitted an entry that is not in accordance with these terms and conditions.
15. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.



16. Incomplete entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
17. Each valid entry in the Competition Period draw has an equal probability of winning.
18. All entries are the property of the Promoter. No responsibility is accepted for entries not received by the Promoter. Entries will be deemed invalid if stolen, forged, mutilated or tampered with in any way.
19. 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 TPG Mobile Service account is held.

### **Draws and prizes**

20. There will be 2 winners (**Winners**) of the Competition, which will be determined via random barrel draw at 502 Hay St, Subiaco WA 6008 at 12:00PM (AWST) Thursday, 5 May 2022 (**Draw**). The Draw will be conducted by Hayley Mazzucchelli, Campaign Coordinator, at the Promoter.
21. Each Winner will win one (1) x Samsung Galaxy S22 Ultra 128GB smartphone valued at \$1,849.
22. Total number of prizes = 2. Total prize value = \$3,698.
23. Eligible Entrants may only win one (1) prize during the Competition Period.
24. Prizes are not transferable or exchangeable and are not redeemable for cash. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST, and are correct at the time of printing.
25. If the Promoter is unable to supply the nominated prize, or part of any nominated prize, the Promoter reserves the right, subject to the written directions of any competent authority, to supply another prize of greater or equal value.
26. All additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the sole responsibility of the Winner.
27. The Promoter accepts no responsibility for prizes damaged or lost in transit.

### **Notification and redraw**

28. Winners will be notified in writing on the email address connected to their TPG Mobile Service account by 5:00PM (AWST) Thursday, 5 May 2022, and their names will be published in a nationally circulating newspaper.
29. The Promoter will take all reasonable steps to notify the Winners of the results of the draws.
30. If for any reason whatsoever a Winner does not claim their prize or an element of their prize within one (1) week after notification by the Promoter, then the prize or that element of the prize will be forfeited by the Winner and neither cash nor any other prize will be awarded in lieu of that prize or that element of the prize.
31. If for any reason whatsoever a Winner does not redeem their prize or an element of their prize within one (1) week after notification by the Promoter, the Promoter will conduct a second chance draw to distribute any unclaimed prizes on Thursday, 12 May 2022 by 5:00PM (AWST) at 502 Hay St, Subiaco WA 6008,



subject to any directions given by any competent authority (**Second Chance Draw**).

32. Winners drawn in the Second Chance Draw will be notified in writing on their corresponding Vodafone number within two (2) weeks of the Second Chance Draw.
33. Entrants agree, at the Promoter's request, to participate in any promotional activity (such as an interview) surrounding the Competition or the winning of any prize. Entrants agree this participation will be free of charge. Entrants consent to the Promoter and its associated agencies' using their name and image in any media in perpetuity, without limitation and without compensation to the entrant.

### **General**

34. Eligible Entrants can only enter in their own name and must provide valid details when signing up to a TPG Mobile Service.
35. The Promoter reserves the right to request the Eligible Entrant produce the activation confirmation email they received when signing up to the TPG Mobile Service or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Eligible Entrant's eligibility to enter and claim a prize, before issuing a prize.
36. 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 Competition.
37. The Promoter assumes no responsibility for, and the Eligible Entrant releases the Promoter from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the Eligible Entrant's participation in the Competition or the conduct of the Competition generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the Eligible Entrant or associated with the equipment or programming used in the conduct of the Competition. If, because of any such problem, this competition is not able to be conducted as planned and/or the Competition's administration, security, fairness or integrity are compromised or affected, the Promoter may (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the Competition and/or disqualify any Eligible Entrant involved in interfering or tampering with the conduct of the Competition in any way.
38. These terms and 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) or any other warranties (whether express or implied) or terms under any state or federal legislation which cannot be excluded.
39. Subject to clause 38 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 Competition, 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 (f) 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.

40. 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.