

Terms & Conditions

Social \$500 Mastercard Gift Card Competition

December 2020 – January 2021



By submitting an entry into the promotion (the **Promotion**), you acknowledge that you have agreed to be bound by each of these Terms and Conditions and the decisions of nu mobile Pty Limited (**nu mobile**), and that you satisfy all eligibility requirements.

If you have any questions or complaints about the Promotion, please contact us via hello@numobile.com.au.

1. **(Eligibility):** The Promotion is only open to Australian residents aged 18 years or over (each an **Eligible Entrant**).
2. **(Ineligibility):** Notwithstanding paragraph 1 above, the staff (including employees and contractors) of:
 - (a) nu mobile (or any of its related bodies corporate, as defined in the Corporations Act); or
 - (b) an agency associated with this Promotion,are ineligible to enter and excluded from the class of "Eligible Entrants".
3. **(Promotion Period):** The Promotion commences at 3.00 pm (AEST) on Thursday, 17 December 2020, and entries close and must be received by 11:59 pm on Sunday, 31st January 2020 (the Promotion Period). An entry is deemed to be received at the time of its receipt by nu mobile and not at the time of transmission by the Eligible Entrant.
4. **(How to enter):** To enter, an Eligible Entrant must be an existing customer of nu mobile and upload a photo to Instagram during the Promotion Period which captures their own "nu" phone purchased from nu mobile and their "in with the nu, out with..." creative tagline. The Eligible Entrant must keep their photo up on Instagram for the span of the story (24 hours) for nu mobile to be able to consider the entry and account must be on public for numobile to view story. Multiple entries may be submitted, however an Eligible Entrant may only be a winner once. Any costs associated with entering the Promotion (including costs associated with uploading the photographs) are the responsibility of the entrant.
5. **(Description of the prize):** The judged winner will receive 1 x Mastercard Gift Cards, to the value of \$500.
6. **(Selection of winner):** The winner will be selected based on the most creative execution of their 'nu' story post which must contain their nu phone and their creative tagline "in with nu, out with...". Judging will be conducted at or about 12:00pm (Sydney time) on Monday, 15th February 2020.
7. **(Notification of winners):** The winner will be notified on 19 February and may be notified by email, telephone and/or a public post on nu mobile's website, or Instagram and/or Facebook pages.
8. **(Awarding of prizes):** Each prize will be awarded within 21 days of notification and verification of identity and eligibility of the relevant prize winner. Prizes are not redeemable for cash and are non-assignable and non-transferable. Winners are responsible for all federal, state, local sales and income taxes (and any other related incidental expenses not specified herein).
9. **(Provision and use of information and details by nu mobile):** All content that you submit will be used at nu mobile's sole discretion. By submitting your contact details in connection with your entry, you agree that nu mobile (and its affiliates and third-party service providers) may use:
 - (a) your name, hometown, image, voice and likeness (including photograph, film and/or recording of the same), and the prize won, in any media for an unlimited period of time (including for online posting and promotional purposes) without further compensation (except to the extent prohibited by law); and
 - (b) your contact details to contact you about the status of your entry and other administrative purposes, and in connection with various marketing, sales and promotional initiatives from time to time.

nu mobile collects personal information in order to conduct the promotion and provide any goods/services requested and may, for that purpose, disclose such information to third parties, (including, but not limited to, a prize supplier, a professional advisor 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 nu mobile. All entries become the property of nu mobile.

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Eligible Entrants are providing their information to nu mobile, and not to a third party (e.g. Facebook or Instagram), and this promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook or Twitter. Eligible Entrants release completely Instagram, Facebook and Twitter from any and all liability in connection with this Promotion.

10. **(Rights reserved):** nu mobile reserves the right to:
- (a) alter any rule of any promotions at any time,
 - (b) verify the validity of entries and entrants (including an entrant's identity, age and address);
 - (c) disqualify any entrant who submits an entry that is not in accordance with these conditions of entry or who tampers with the entry process (including but not limited to tampering by way of use of automatic entry software or any other means); and
 - (d) disqualify any entrant who does not act in accordance with these conditions of entry when participating in any voting or judging process.

Failure by nu mobile to enforce any of its rights at any stage does not constitute a waiver of those rights.

11. **(Laws and jurisdiction):** The Promotion shall be governed by and interpreted under the relevant laws of Australia. By participating, entrants agree that any and all disputes arising out of or in relation to this Promotion shall be litigated only in courts sitting in Sydney, NSW, Australia. 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.
12. **(Additional terms):** Subject to paragraph 11, and to the maximum extent permitted under law, nu mobile (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 nu mobile'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 nu mobile) due to any reason beyond the reasonable control of nu mobile;
 - (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 CCA or any other applicable law.