

“Win an ARIA Week Experience” Telstra Promotion - Terms and Conditions

1. Information on how to enter and prize details form part of these terms and conditions. By entering this promotion you are deemed to have accepted these terms and conditions.
2. This promotion is being run by Telstra Corporation Limited (ABN 33 051 775 556) of 400 George Street, Sydney NSW 2000 ("**we**", "**us**" or "**our**").
3. The promotion starts at 12:00pm AEST on 5/10/2016. Entries close and must be received by 12:00pm AEST on 14/11/2016 ("**promotion period**").

Who can enter?

Entry is open to Australian residents who are Telstra customers, over the age of 18 (Eligible Entrant). Employees or contractors of the promoter and other companies associated with the promotion and their immediate families are not eligible to enter ("**ineligible**").

How do you enter?

4. To enter, you must, during the promotion period:
 - a. Vote in the publicly decided 2016 ARIA Award categories via the ARIA voting widget hosted on various websites including, but not limited to, Telstra.com/ariacompetition and ariaawards.com.au;
 - b. Upon completion of voting, fill out the entry form and click 'Enter Now'

("eligible entry").

5. Only one entry per Eligible Entrant will be accepted.
6. By entering the promotion, you agree and acknowledge and provide your consent to Telstra, Australian Recording Industry Association Ltd (**ARIA**) or our agent/s, taking your photo and video, and using your name, likeness, image and/or voice (including photograph and film) in any media format for an unlimited period of time without payment to you, for the purpose of the ARIA Awards (including any recording of the ARIA Awards), promoting this promotion or for our future promotional and marketing purposes without further reference or compensation to you.
7. Entries that are incomplete, incorrect or illegible will be deemed invalid.

Prize

8. This is a game of chance.
9. There are 2 prizes to be won. Each prize, valued at a maximum of \$2,739.80 incl. GST, consists of:

- i. Two tickets to the 2016 ARIA Awards at The Star, Sydney, on Wednesday 23rd November 2016 including luxury transport to the venue, red carpet arrival, general public seating and entry to the after-party valued at \$300 incl. GST
 - ii. Two GA tickets to Crowded House's *Farewell to the World Encore* at the Sydney Opera House Forecourt on Thursday 24th November 2016 valued at \$239.80
 - iii. Return economy flights for two to Sydney from the winner's closest capital city or major regional airport (whereby direct flights to Sydney are available) valued at a maximum of \$1,000 incl. GST
 - iv. 2 nights accommodation in a double room at a 4+ star rated hotel in Sydney CBD valued at a maximum of \$600 incl. GST
 - v. Return airport transfers valued at \$100 incl. GST
 - vi. Westfield Gift Card valued at \$500 incl. GST
10. The total prize pool value is a maximum of \$5,479.60 (incl. GST). Unless otherwise stipulated, no prize, or any unused portion of a prize, is transferable, exchangeable or redeemable for cash.
11. The winners will be decided by a computerised draw at 4:00pm AEST on Monday 14th November, 2016 at 400 George Street, Sydney NSW 2000.
12. The first 2 valid entries drawn will win one of the prizes.
13. Winners will be notified by telephone and in writing within 2 days of the draw. Winners' names will be published on Telstra.com.au/thanks/competitions on Friday 18th November, 2016.
14. Our decision is final and no correspondence will be entered into.

Unclaimed prizes

15. If for any reason whatsoever a prize winner does not take, accept or claim their prize or an element of their prize within 2 days of the date upon which the Promoter first attempts to contact them, then the entire prize will be forfeited by the prize winner and neither cash nor any other prize will be awarded in lieu. In any event, if the winner does not claim their prize within the time stipulated by the Promoter, the Promoter will select the next best entry from the original prize draw ("**unclaimed prize draw**"). This process will continue either until the particular prize is claimed or valid entries are exhausted, whichever occurs first. Winners will be notified by telephone and in writing within 1 day of the unclaimed prize draw. Winners' names will be published on Telstra.com.au/thanks/competitions on Friday 18th November, 2016.

16. Prize Conditions

17. You are only eligible to win one prize. We reserve the right to withdraw a prize if there are no eligible entrants to receive that prize or if a winner is found to be ineligible.
18. By accepting a prize, you agree to participate in and co-operate as required with all reasonable marketing activities relating to the prize including but not limited to being interviewed and photographed. We reserve the right to use your comments, image and

name for advertising and publicity purposes in any media in perpetuity without compensation.

19. A prize, or any unused portion of a prize, cannot be transferred, exchanged or redeemed for cash. All other expenses associated with the prizes are the responsibility of the winners.
20. All prizes are subject to standard ticket terms and conditions and are subject to change. The terms and conditions which apply for the use of the tickets at the time they are issued to the winners will prevail over these terms and conditions to the extent of any inconsistency.
21. The 2016 ARIA Awards tickets (which is an element of the prize) are subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter, ARIA and the venue operator, hereby expressly reserve the right to eject a winner (and/or their guest) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in this element of the prize. The prize winner is not permitted to sell or transfer the 2016 ARIA Awards element of the prize to any person without the written consent of the Promoter and ARIA.
22. Some retailers may choose not to accept Westfield Gift Cards. Westfield Gift Card terms and conditions apply. Issued by Westfield Gift Cards Pty Ltd ACN 113171663
23. The prizes are only valid for the specified dates.
24. The winner and their chosen guest must be over the age of 18 at the time of entry.
25. All other ancillary costs not expressly provided for are the responsibility of the winner, including, without limitation, travel insurance, meals, beverages, extra activities and spending money. Flights, accommodation and other forms of bookings are subject to availability. However, travel must be taken at the time stipulated by the promoter and is to correspond with the date of the relevant Event. Frequent Flyer points are not available for the flight component of the prize. A credit card imprint or cash deposit may be required from a winner at check-in to the hotel, for all incidental charges.
26. Redemption dates apply and the Promoters and prize suppliers are not responsible for any failure by a Winner to redeem the Prize by any applicable redemption date.

General

27. The promoter reserves the right, at any time, and in its sole discretion to (a) request entrants to provide proof of identity and/or proof of valid entry (b) disqualify any entrant who the promoter has reason to believe has breached any of these conditions or engaged in any unlawful or other improper conduct or any conduct calculated to jeopardise the fair and proper conduct of the promotion.
28. Entries are accepted at the time of receipt by us. We will not be held liable for any entries not received for any reason during the promotion period.
29. We are not liable for any prize that may be lost, stolen, forged, damaged or tampered with in any way after it leaves us.
30. We are not responsible for any variation in the value of a prize.

31. If we are unable to provide a winner with a prize (or part of a prize), we will supply an alternative prize (or that part of the prize) of greater or equal monetary value and/or specification, subject to any written directions from a regulatory authority.
32. If for any reason, we are not able to conduct the promotion as planned, including due to tampering, unauthorised intervention, fraud, any technical difficulties or any other causes beyond our control, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, we reserve the right in our sole discretion to take any action that may be available, subject to State and Territory regulations.
33. We exclude all warranties in relation to the quality, suitability or merchantability of a prize, except those that cannot be excluded by law. To the fullest extent permitted by law, any liability of the Promoter or its employees, ARIA, or agents for breach of any rights a consumer may have which are unable to be excluded under Australian Law, is limited to the payment of the costs of having the prize supplied again.
34. To the extent permitted by law, we (Telstra and ARIA) are not liable for any loss (including indirect and consequential loss) or damage or personal injury suffered or sustained in connection with the promotion including the supply of goods or services by any person to the prize winners, and where applicable to any persons accompanying the prize winners. We accept no responsibility for any tax liabilities that may arise from winning the prize.

Privacy

35. By entering this promotion, you agree that ARIA and Telstra may use the personal information we collect from you:
 - a) to conduct this promotion, including determining and notifying the winners, disclosing that information to prize suppliers and State and Territory regulatory authorities; and
 - b) for future marketing purposes in any media, including contacting you after this promotion ends,on the terms set out in:
 - a) our Privacy Statement available at www.telstra.com.au/privacy/privacy_statement.html or by calling 1800 039 059. If you would like to access or correct the personal information that we hold about you, you can contact us by phoning 1800 039 059.
 - b) ARIA's privacy policy available at <http://www.ariaawards.com.au/privacy-policy>

Permit Numbers

NSW Permit No. LTPS-16-07991; ACT Permit No. ACT TP 16/01988; SA Permit No. T16/1801