



TERMS AND CONDITIONS
PlayStation®4 Giveaway (“Competition”)

This Competition is organised and hosted by Sony Mobile Communications AB, 221 88 Lund, Sweden (“Promoter”) from: 20th October 2016 [12:00am] AEST to 25th December 2016 [23:59pm] AEST.

By entering this Competition, you accept and agree to the following (i) the Sony Mobile Legal Notice including User Terms and Privacy Notice available at www.sonymobile.com/Legal and (ii) the following terms and conditions below together with any instructions on how to enter this Competition ((i) and (ii) collectively “Terms and Conditions”).

1. To enter, you (“You”, “User” or “Participant”) need to enter the Competition via the Xperia™ Lounge Application (“Application”). Each Participant has to:
 - i. Be a minimum age of 18 at the date on submitting an entry (“Entry”);
 - ii. Be an Australian citizen, a permanent resident of Australia, or a legal resident of Australia;
 - iii. Purchase from Telstra or an authorised Telstra Dealer a Sony Xperia XZ.
 - iv. Download the Xperia™ Lounge Application from the Google Play store or use the Xperia™ Lounge Web Application;
 - v. Provide all of the required registration details as required by the Application; and
 - vi. Answer a multiple-choice question.
2. There are one hundred (100) prizes to be won. The winners (“Winners”) will be drawn randomly from persons who submitted a valid Entry. The prize will consist of the following:

All prize winners will win a Sony PlayStation®4 1TB console, worth AUD \$509.95 each (such prize as set forth in this clause 2 will be hereinafter referred to as “Prize”).

Authorised under permit numbers NSW:LTPM/16/00815, ACT:TP 13/01544, SA Permit T16/1808.

Draw Details	There are one hundred (100) prizes to be won. All entrants will also be placed into a Major Prize Draw. The major draw will take place at April5, Suite 2/42 Balgowlah Road, Balgowlah, NSW 2093 on 9 Jan 2017 at 12.00pm AEST. The draw is electronic. SA draw approval number 959. The first 100 eligible entrants drawn will be determined to be a Major Prize Winner.
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Prize	Type	No. Available	Details	Value
	Major Prize	100	Sony PlayStation®4 1TB console	AUD \$509.95 each
Value of Prize Pool	AUD \$59,995			

3. The period for Entry in the Competition is from 20th October 2016 [12:00am] GMT to 25th December 2016 [23:59pm] GMT, which is the closing date for the Competition ("Competition Closing Date").
4. The prizes will be delivered to the winners within 6 weeks of the draw.
5. Employees and immediate relatives of employees of the Promoter or of its respective parent, subsidiary or affiliated companies or any other person connected with this Competition are excluded from participation.
6. Participants cannot be legal entities.
7. Only one (1) Entry in the Competition per Participant will be accepted.
8. In the event complete and correct information is not provided, the Entry will be considered incomplete and therefore invalid. Invalid forms will not be accepted as valid Entries to the Competition. The Promoter reserves the right to select an alternative Winner in the event that the Promoter has reasonable grounds for believing that a Participant has contravened any of these Terms and Conditions.
9. The Winners of the Prize will be notified by e-mail or phone call by or on behalf of the Promoter within 5 working days after the competition draw date (9th January, 2017). To receive the Prize, the Winner must respond to the notification email and provide all registration information requested in the Prize Claim Form no later than 3 calendar days after the date of receipt of the email. It is each Participant's responsibility to regularly check their email account within this time period and to respond the email notification within the required time frames, failing which, the Promoter reserves the right to select another Winner of the Prize. Entrants can contact Sony Australia customer service on 1300-650 050 after the draw has been completed to enquire.

10. If the Winners do not respond to the email notification email before the 3 calendar day deadline and provide all of the details set out in clause 9 above, an email notification will be sent confirming that they are no longer eligible to claim the Prize.
11. Where required by mandatory local law, the identity of the Winners will be published. By participating to this Competition, the Participant acknowledges and agrees that his or her name and/or geographic location may be made available to the public. Winners names will be printed in The Australian newspaper on 23rd January, 2016.
12. All Participants are responsible for any costs or expenses incurred by them as a result of participation in the Competition (including without limitation costs for sending a sms, mms or accessing the Internet). Costs to enter the Competition via the Internet may vary so please check with your local service provider for current charges.
13. Unless mandatory local law states otherwise Participant is responsible for any costs, taxes, duties or levies incurred as a result of participating in or winning the Competition. In addition, Participant agrees and accepts that by winning the Competition Participant may incur taxes, duties or other levies including but not limited to any prize tax etc under any applicable laws and regulations. Participant unconditionally accepts to pay any such tax, duty or other levy in full on behalf of Participant or an accompanying guest.
14. No responsibility will be accepted for technical difficulties affecting electronic communications or access to any communications networks necessary for the User to participate in the Competition.
15. All Prizes are as stated and are non-transferable and cannot be exchanged. No cash or credit alternatives will be offered. If due to circumstances beyond the Promoter's control the Promoter is unable to provide the stated Prize(s), the Promoter reserves the right to award as substitute a Prize of equal or higher value. All Prizes are subject to the terms and conditions of any supplier(s) of relevant services included in the Prize.
16. The Participant grants Promoter any and all rights necessary for distribution and public display of any submitted text, image, or other intellectual property rights that may arise from participation in this Competition, the Prizes or related publicity, and the irrevocable, unrestricted right to use, publish, display and distribute materials bearing Your name, voice, likeness or any other identifiable representation of You ("Likeness"). The Participant grants Promoter the perpetual right to exclusively, royalty-free and without limitation freely use, modify, edit, copy, reproduce, distribute, translate, create derivative

works from, alter and publicly display or publish any such intellectual property rights, for whatever purpose, in any form or medium, whether promotional or in other activities or events arranged by Promoter, whether locally or worldwide.

17. The Participant agrees that all materials containing their Likeness (including, without limitation, all negatives, plates and masters of any photographs, files, prints or tapes) shall be and remain the sole and exclusive property of Promoter and assign any proprietary right they may have acquired in or to such material to Promoter. The Participant releases and forever discharges Promoter from any and all liability and damages relating to the use of my Likeness or any other identifiable representation of me. The Participant waives any right they may have to inspect or approve the finished materials or any part or element thereof that incorporates their Likeness or any other identifiable representation.
18. Any personal information, including, without limitation, the Participant's name, age, address (including postcode), mobile phone number and/or email address will be used solely in connection with this Competition and will not be disclosed to any third party except for the purpose of this Competition (including subsequent promotions as stated in these Terms and Conditions) or fulfilling Prizes where applicable. The Sony Mobile Privacy Notice displayed at www.sonymobile.com/Legal under "Privacy" applies to any processing of data performed in connection herewith.
19. The Promoter will under no circumstance whatsoever irrespective of the cause therefore, be liable for any loss, damage or injury to the Winner nor to property, or else caused or suffered in connection with this Competition or any Prize(s) awarded.
20. Promoter reserves the right at any time and from time to time without any liability whatsoever, to modify or discontinue, temporarily or permanently this Competition, with or without prior notice to Participants.
21. Telstra Corporation Limited is not involved in the conduct of this promotion and is in no way liable for the Competition.
22. Disclaimer of Warranty and Limitation of Liability
 - A. IN NO EVENT WILL THE PROMOTER OR ANY PERSON OR ENTITY INVOLVED IN ARRANGING, HOSTING, CREATING, PRODUCING OR DISTRIBUTING THE COMPETITION BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES

ARISING OUT OF THE USE OF THE PARTICIPATION IN THE
COMPETITION OR ELSE.

- B. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW,
PROMOTER'S LIABILITY OR OF ANY PERSON OR ENTITY INVOLVED IN
THE COMPETITION AS STATED IN A. ABOVE SHALL FOR ANY REASON
WHATSOEVER BE LIMITED TO MAXIMUM EUR 100.

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