Telstra Thanks Movies Competition – December 2016 – 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 10am AEDT on Monday 12 December 2016. Entries close and must be received by 12pm AEDT on Friday 30 December 2016 ("promotion period").

Who can enter?

4. Entry is open to all Australian residents who are Telstra customers, over the age of 18. Employees or contractors of the promoter and other companies associated with the promotion and their immediate families are not eligible to enter.

How do you enter?

- 5. To enter, you must, during the promotion period:
 - a) Navigate to Telstra.com/movies
 - b) Choose the movies you'd most love to see in 2016 from our list
 - c) Enter your details and click 'Enter now'

("eligible entry").

- 6. You can enter multiple times; however you will only receive one automatic entry in to the draw for each completed eligible entry.
- 7. Entries that are incomplete, incorrect or illegible will be deemed invalid.

Prize

- 8. This is a game of chance.
- 9. There are 6 total prizes to be won.
 - a. 3 Major Prizes A 365 Day Cinema Pass

Each major prize consists of a 365 day movie pass for any standard movie screening at an Event, Greater Union or Birch, Carroll & Coyle cinema.

Each prize is valued at up to \$7847.50 (inc GST) (calculated as 365 days x \$21.50 tickets).

(Each a "major prize").

b. 3 Minor Prizes - A Catered Private Screening

Each runner-up prize consists of a single session cinema screening in Gold Class at Event, Greater Union, Birch Carroll & Coyle or Village Cinemas in Australia. If the major prize winner does not reside near a Gold Class it will be in a Traditional Cinema. Screening date and cinema is subject to availability. The winner can select a film title that has been released Australia wide by the screening date. Each prize includes a specific food and beverage service as follows:

- a. Gold Class cinema: 2 standard house drinks and a choice of main meal from the relevant menu at the time of ordering for each customer.
- b. Traditional cinema: 1 small popcorn and choice of a 600ml coke buddy or Mt Franklin Water for each customer;

Any additional food and beverages or other special requirements of any kind are to be purchased by the prize winner and guests from the cinema at an additional charge.

Each prize valued at up to \$3,330 (inc GST).

(Each a "minor prize").

- 10. The total prize pool value is valued at up to \$33,532.50 (incl. GST) (calculated based on 3x 365 day cinema passes, 3x 30 seated private catered screenings) as set out in clause 9. The winners will be decided by a computerised draw on Level 14, 400 George St, Sydney NSW 2000 at 11am on Tuesday 3 January 2017.
- 11. The first three valid entries drawn will win one of the major prizes. The second three valid entries drawn will win one of the minor prizes.
- 12. Winners will be notified by telephone and in writing within 2 working days of the draw, on Tuesday 5 January 2017.
- 13. Our decision is final and no correspondence will be entered into.

Unclaimed prize draw

14. If a prize remains unclaimed after 1 week an unclaimed prize draw will take place on 12 January 2017 at the same time and place as the original draw, subject to any directions from State and Territory regulatory authorities. Winners will be notified by telephone and in writing within 2 working days of the unclaimed prize draw, on Monday 16 January 2017.

Prize Conditions

- 15. 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.
- 16. You are only eligible to win one prize. We reserve the right to withdraw a prize at our discretion or if there are no eligible entrants to receive that prize.
- 17. 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.
- 18. 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.
- 19. Winners are expected to act in a reasonable manner at the cinema.
- 20. Winners must complete the required paperwork within 1 week of acceptance or else the prize will be forfeited. Paperwork will be provided to winners upon acceptance.

General

21. 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.
- 22. 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.
- 23. We are not responsible for any variation in the value of a prize.
- 24. 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.
- 25. 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.
- 26. 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 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.
- 27. To the extent permitted by law, we 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

- 28. By entering this promotion, you agree that we 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 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.

Permit Numbers

NSW Permit No. LTPS/16/09974 ACT Permit No. TP 16/02460 SA Permit No. T16/2252