

## **The Secret Life of Pets 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 175, Liverpool Street, Sydney NSW 2000 ("**we**", "**us**" or "**our**").
3. The promotion starts 9am AEDT 22 August 2016. Entries close and must be received by 11:59pm AEST 6<sup>th</sup> September ("**promotion period**").

### **Who can enter?**

4. Entry is open to all Australian residents, over the age of 18. Entrants must be Telstra customers. Employees or contractors of the promoter and other companies associated with the promotion and their immediate families are not eligible to enter.
5. If you are under the age of 18 years you must have parental/guardian consent to enter. The parent/guardian agrees to these terms and conditions of the promotion.

### **How do you enter?**

6. To enter, you must, during the promotion period:
  - a) visit [www.thanks.com/movies](http://www.thanks.com/movies)
  - b) Upload a photo or a video (maximum 15 seconds) of what your pet gets up to at home and
  - c) complete the entry form in full and submit,  
  
 ("**eligible entry**").
7. Only one entry per person will be accepted.
8. By entering the promotion, you:
  - a) warrant that your entry is your own original work and does not infringe any third party rights;
  - b) grant us (and our related bodies corporate, agents, licensees and assigns) a royalty free, worldwide, perpetual, transferable and irrevocable licence to use, modify, adapt, publish and sublicense your entry anytime, anywhere and by any means without compensation; and
  - c) to the extent permitted by law, consent to us (and our related bodies corporate, agents, licensees and assigns) infringing your moral rights in your entry for an indefinite period of time and waive all moral rights in your entry that arise outside Australia,
9. Entries that are incomplete, incorrect or illegible will be deemed invalid.

## **Prizes and Judging**

10. This is a game of skill only. There is no element of chance in determining the winners.
11. There are 110 prizes to be won.
  - a) The 10 first prizes are a Ultimate Pet Pack, including POD Pet GPS system to keep track of your pet (uses internet), a pet cube and a family pass to see The Secret Life of Pets valued at \$550 each (inc GST) ("**major prize**").
  - b) The 100 second prizes are 1 x double pass to the Secret Life of Pets, valued at \$43 (inc GST) ("**minor prize**").
12. The total prize pool value is \$9,800 (incl. GST).
13. Judging of all eligible entries will take place on 7 September 2016 at 400 George St, Sydney .Our decision is final and no correspondence will be entered into.
14. The prizes will be awarded to the eligible entrant judged to have the most amusing and outrageous entries.
15. Our decision is final and no correspondence will be entered into.
16. Winners will be notified by telephone and in writing within 2 days of judging.
17. If a prize remains unclaimed after 3 months, or a winner is disqualified in accordance with these terms and conditions, the prize will be forfeited and distributed at our discretion.

## **Prize Conditions**

18. 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.
19. 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.
20. 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.

## **General**

21. We reserve the right, at any time, and in our sole discretion to (a) request entrants to provide proof of identity and/or proof of valid entry (b) disqualify any entrant who we have 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 liable for any prize that may be lost, stolen, forged, damaged or tampered with in any way after it leaves our possession.
24. We are not responsible for any variation in the value of a prize.
25. 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.
26. 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.
27. 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.
28. 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**

29. 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 and disclosing that information to prize suppliers; 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](http://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.