



# Terms & Conditions

## Survey Competition February 2021

By submitting an entry into the competition (the **Competition**), 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 Competition, please contact us via [hello@numobile.com.au](mailto:hello@numobile.com.au).

- (Eligibility):** The Competition is only open to Australian residents aged 18 years or over (each an **Eligible Entrant**).
- (Ineligibility):** Notwithstanding paragraph 1 above, the staff (including employees and contractors) of:
  - nu mobile (or any of its related bodies corporate, as defined in the Corporations Act); and
  - any agency associated with this Competition, are ineligible to enter and excluded from the class of "Eligible Entrants".
- (Competition Period):** The Competition commences at 12.00pm (AEDT) on Tuesday, 2 February 2021 and entries close and must be received by 11.59pm (AEDT) on Monday, 15 February 2021 (**the Competition Period**).
- (How to enter):** to enter, an Eligible Entrant must complete the full survey supplied by nu mobile, including the last question where the Eligible Entrant has to complete the creative tagline, "In with the **nu**, out with..." in 100 words or less, which they think highlights the essence of nu mobile. The Eligible Entrant may only submit a total of 1 entry, and may only be a winner once. Any costs associated with entering the Competition are the responsibility of the Eligible Entrant. Each tagline submissions must be the original and sole creation of the Eligible Entrant and all rights, title and interest including but not limited to copyright must be owned by the Eligible Entrant.
- (Description of prizes):** The judged winner will receive 1 x \$250 Mastercard Gift Card, to the total value of \$250.
- (Selection of Winners):** This competition is a game of skill and chance plays no part in determining the winner. Winners will be selected based on the most creative execution of the tagline which captures the essence of nu mobile. Each eligible entry will be individually judged by nu mobile and judging will be conducted on or about 3.00pm (Sydney time) on Wednesday, 17 February 2021 at the offices of nu mobile.
- (Notification of winners):** The winner will be notified on Friday, 19 February 2021 and may be notified by email, phone and/ or a public post on nu mobile's website, Instagram or Facebook pages.
- (Awarding of prizes):** The 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 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). If a prize is unclaimed for 14 days after notification, the prize will be awarded to the entrant determined by the judges to have the next best tagline.
- (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:
  - your name, the prize won, hometown and likeness and submitted tagline for online posting and promotional purposes without further compensation (except to the extent prohibited by law)
  - 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, unless you have asked us not to. You may unsubscribe from receiving marketing, sales and promotional correspondence.

**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. As a condition of entering this Competition, each entrant assigns all of their rights, title and interest (including copyright) in and to their entry (including the tagline) to 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, Twitter or Survey Monkey. Eligible Entrants release completely Instagram, Facebook, Twitter and Survey Monkey from any and all liability in connection with this Promotion.

10. **(Rights reserved):** nu mobile reserves the right to:

- (a) Subject to applicable law, nu mobile reserves the right to withdraw or amend the Competition as necessary due to circumstances outside its control; verify the validity of entries and entrants (including an entrant's identity, age and address);
- (b) 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

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

**(Laws and jurisdiction):** The Competition shall be governed by and interpreted under the relevant laws of New South Wales, Australia. By participating, entrants agree that any and all disputes arising out of or in relation to this Competition 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 (Non-Excludable Guarantee).

11. **(Additional terms):** Subject to any Non-Excludable Guarantee, 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 Competition, 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.