

## GAME OF CHANCE

### \$15 CASH BY OPTUS™ PROMOTION

#### Terms and Conditions

1. Information on how to enter and prizes forms part of these Terms and Conditions. Entry into the **\$15 Cash by Optus™** (“**Promotion**”) is deemed to be an acceptance of these Terms and Conditions.
2. Promotion commences **1 March 2015 at 12.01am** (AEST) and entries close on **30 August 2015 at 11.59pm** (AEST) (“**Promotion Period**”).
3. Entry is only open to Optus monthly mobile customers using a compatible Android handset who are Australian residents over the age of **18** (except residents of South Australia who are not eligible).
4. To enter, entrants must, during the Promotion Period, complete the Cash by Optus™ SIM card registration process, download the Cash by Optus™ app from Google Play, install and then successfully register the app.
5. Entries are deemed to be received at the time of receipt by the Promoter. Records of the Promoter are final and conclusive as to time of receipt.
6. Incomplete or indecipherable entries will be deemed invalid.
7. The first 10,000 valid entries received during the Promotion Period will automatically receive a \$15 gift which will be loaded into your Cash by Optus™ facility by Heritage Bank (“**Prize**”).
8. Prize is subject to the standard terms and conditions of the Cash by Optus™ facility.
9. Total Prize value in the Promotion is up to AU\$150,000 (including GST).
10. In the event that for any reason whatsoever the winner does not take an element of the Prize at the time stipulated by the Promoter then that element of the Prize will be forfeited by the winner.
11. The Prize (including any unused portion) cannot be transferred, exchanged or redeemed for cash. The Promoter retains the right to substitute the Prize with a prize of equal or greater value (including where the Prize is unavailable), subject to approval of the gaming authorities in each State and Territory where relevant.
12. The winners will automatically have \$15 loaded into their Cash by Optus™ facility by Heritage Bank and this will be displayed in the transaction history of their Cash by Optus™ app within 5 days of successfully registering the Cash by Optus™ app.
13. The Promoter’s decision is final, and no correspondence will be entered into, including in the event of a dispute. The Prize must be taken as offered and cannot be varied.
14. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
16. Any cost associated with accessing the promotional website, including downloading, installing and using the Cash by Optus™ app is the entrant’s responsibility and may be dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or

electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

17. The Promoter is not responsible for any incorrect or inaccurate information, either caused by promotional website users or by any of the equipment or programming associated with or utilised in this Promotion, or by any technical error that may occur in the course of the administration of this Promotion. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
18. If for any reason this Promotion is not capable of running as planned due to any reason, including but not limited to infection by computer virus, bugs tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and, subject to any written directions from a regulatory authority, to cancel, terminate, modify or suspend the Promotion.
19. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter'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 their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the Prize. Nothing in these Terms and Conditions alters an individual's statutory guarantees as set out in the Competition and Consumer Act or similar State and Territory laws, where it is illegal to do so.
20. The Promoter collects personal information in order to conduct the promotion, and entry is conditional upon providing it. The Promoter may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entrants' personal information will not be disclosed to any entity outside of Australia. The Promoter will also use and handle personal information as set out in its privacy policy, which can be accessed at [www.optus.com.au/privacy](http://www.optus.com.au/privacy). Entrants should direct any request to opt out, access, update or correct personal information to the Promoter and direct any complaints regarding treatment of their personal information according to the Privacy Policy. All entries become the property of the Promoter.
21. By participating in the Promotion entrants agree to allow the Promoter to contact entrants and request feedback on the Cash by Optus™ facility.
22. Residents of South Australia are not eligible to enter the Promotion.
23. The Promoter is Optus Mobile Pty Ltd (ABN 65 054 365 696), 1 Lyonpark Rd, Macquarie Park NSW 2113, telephone 133 937. Cash by Optus™ facility is issued by Heritage Bank Limited ABN 30 087 652 024 AFSL 240984, pursuant to a licence from VISA Worldwide Pte Limited