

## “AUSSIE BROADBAND’S ULTIMATE HOME SETUP” PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. Entries into the promotion open on 22/10/2020 and close at 11:59pm AEDST on 12/11/2020 (“**Promotional Period**”).
5. To enter, individuals must then visit <https://win.aussiebroadband.com.au>, follow the prompts to the promotion entry page, input the requested details including full name, valid email address, residential postcode and suburb, contact number and whether they are a current Aussie Broadband customer, select which prize they would like to win from the options provided and submit the fully completed entry form during the Promotional Period (“**Initial Entry**”).
6. In addition to receiving an Initial Entry into the Major Prize Draw, upon submitting their Initial Entry individuals will be notified instantly on screen, in writing, whether or not they have won an Instant Daily Prize (defined below). Winners of an Instant Daily Prize will then be sent an email with instructions on how to claim their Instant Daily Prize. Winners’ names will be published at <https://win.aussiebroadband.com.au> from 18/11/2020.
7. In addition to the above, individuals will also have the opportunity to receive one (1) additional entry into the draw for each of the following activities (each an “**Additional Activity**”):
  - Follow Aussie Broadband on Instagram (@aussiebroadband);
  - ‘Like’ Aussie Broadband’s Facebook page;
  - Share their unique referral link via Facebook;
  - Share the promotional URL generated upon submitting their Initial Entry; and
  - Answer 3 simple questions via Facebook Messenger to receive an additional three (3) entries.
8. Multiple entries permitted, subject to the following:
  - a) only one (1) Initial Entry permitted per person;
  - b) each Initial Entry must be submitted separately and in accordance with entry requirements; and
  - c) additional entries permitted subject to individuals completing the Additional Activities as detailed in clause 7 above. Each Additional Activity may only be completed once.
9. A maximum of one (1) prize may be won by an individual (excluding SA residents).
10. Incomplete or indecipherable entries will be deemed invalid.

11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. Instant daily prize available to be won ("**Instant Daily Prize**"):
  - 44 x Two (2) free months of 100/20 Aussie Broadband NBN plan valued at \$198.

There will be two (2) Instant Daily Prizes available to be won each day of the Promotional Period.

13. The major prize draw will take place at Peazie Social Media (Group) Pty Ltd, Level 6, 152 Elizabeth Street, Melbourne VIC 3000 on 13/11/2020 at 2:30pm AEDST ("**Major Prize Draw**"). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published at <https://win.aussiebroadband.com.au> from 18/11/2020.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn in the Major Prize Draw will win their choice of one (1) of the below options:
  - **PRIZE #1:** Work From Home Setup: Winner's choice of either a 13" Macbook Air or another laptop of similar specification valued up to a maximum of \$1600, Monitor (\$500) 12 Months 100/40 unlimited (\$1,308) Google Nest + 2 points (\$499) Aussie Modem (\$149) Portable Hard Drive (\$108) Desk (\$259) Chair (\$219) Wireless Keyboard + Mouse (\$69) Laptop Riser (\$59) Webcam (valued up to \$300) Total = valued up to \$5,070; **OR**
  - **PRIZE #2:** Gamer Setup: Winner's choice of either a PS5 or new Xbox (valued up to \$800) Gaming Headset (\$370) 12 Months 250/25 (\$1,548) Online Membership for 12 months (\$80) 2 x Wireless controllers (up to \$188) Sony 49 inch TV (\$1,295) Sony Soundbar & Subwoofer (\$899) Total = up to \$5,180; **OR**
  - **PRIZE #3:** Entertainment Pack: Samsung 55 inch Smart TV (\$1,795) Samsung Soundbar & Subwoofer (\$765) 12 months 100/40 unlimited (\$1,308) 12 months Fetch Mighty + Ultimate Pack (\$420) Google Nest + 2 points (\$499) JB HiFi voucher (\$300) Total = \$5,087.

The Aussie Broadband NBN plans awarded as part of the Instant Prizes and the Major Prize will be awarded as a credit on the winner's Aussie Broadband account. If a winner is not an existing Aussie Broadband customer, the credit will be applied once an Aussie Broadband account is established in the winner's name. The internet speed included in the Aussie Broadband NBN plans awarded will be the speed specified in clause 12 above for Instant Prizes or clause 15 above for the Major Prize or the best available service depending upon the NBN connection type at the winner's home address.

Aussie Broadband does not service Satellite NBN areas (or winners who only have ADSL capabilities at their residence). In the event a winner cannot be serviced by Aussie Broadband an alternative prize of equal value will be awarded in lieu of the Aussie Broadband NBN plans or the winner may transfer the Aussie Broadband portion of the prize to a family member or friend who can use the service.

Aussie Broadband NBN plans are subject to Aussie NBN's standard terms and conditions which are available at <https://aussiebroadband.com.au/forms/legal/general-terms-conditions.pdf>.

16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
17. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value is up to \$13,892.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
20. A draw for any unclaimed prizes may take place on 15/02/2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their name will be published at <https://win.aussiebroadband.com.au>.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
22. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
24. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.

26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 Major Prize or an Instant Daily Prize.
27. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.aussiebroadband.com.au/legal/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
28. The Promoter is Aussie Broadband Limited (ABN 29 132 090 192) of 3 Electra Ave, Morwell VIC 3840, telephone 1300 880 905.

NSW Authority No. TP/00383 ACT Permit No. TP20/01363 SA Permit No. T20/1220