

Vaya NPS Survey – 16 Nov 2022

Terms and Conditions

Promoter	Amaysim Mobile Pty Ltd (ABN 82 645 692 093), Level 6, 17-19 Bridge Street, Sydney, NSW 2000.
Competition Period	12.01pm (AEDT) on 16/11/2022 – 12.00pm (AEDT) on 30/11/2022.
Who can enter?	Only Australian residents who have an active Vaya plan and receive an email to enter. If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, it will be awarded to your parent or guardian. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these terms and conditions.
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Entry instructions	To enter, you must, during the Competition Period, follow the direct link sent to you by email from the Promoter and complete all the questions in the Vaya NPS survey.
How many winners will there be and how will they be chosen?	There will be 1 winners determined in respect of this competition. There will be 1 draw conducted. The draw will be held at 10.00am (AEDT) on 06/12/2022 at Gadens, Level 13/447 Collins Street, Melbourne VIC 3000 (Gadens). The first valid entry drawn randomly from the entries received during the Competition Period will with the prize. The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).
What can I win?	There is one prize available in respect of this Competition. The prize is an Apple iPad Mini 9 th 64GB Wi-Fi valued at \$829.
Total prize pool	The total prize pool is \$829.
How many times can I enter?	You can only enter once.
How and when will the winner be informed?	The winner will be notified by phone and in writing by email within two business days of determination.
Unclaimed prize	Prize claim date: 5pm (AEDT) on 16/01/2023. Unclaimed prize determination: 10am (AEDT) on 20/01/2023 at the same location as the original draw. If a prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the relevant prize to a Reserve Entrant and/or carry out an unclaimed prize draw at the date, time and place stated above to award the prize. Any winners will be informed by phone and in writing by email within two business days of determination.
Collection and use of your personal information	The Promoter collects personal information about you in order to conduct and manage this competition. If the personal information requested is not provided, you may not be able to participate in this competition. The Promoter may disclose your personal information to third parties including its related bodies corporate, contractors and agents, prize suppliers and service providers that assist in conducting and managing this Promotion. Your personal information may be disclosed to any entity located outside of Australia. The Promoter's Privacy Policy, located at www.vaya.net.au/?option=Terms-and-Policies , contains information about:

	<p>(a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoter will deal with such a complaint.</p> <p>By entering this competition, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the <i>Spam Act 2003</i> (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the <i>Spam Regulations 2021</i> (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.</p>
--	--

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Where relevant, submitted entry forms are the Promoter's property. If online or SMS entry is available, you may receive a return message confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 The prize and all elements of the prize must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. The prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

General

- 5 Any failure by you to comply with the conditions imposed by the prize supplier(s) or Promoter may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 6 The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries or verifying your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 7 You must not:
- (a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
 - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
 - (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 9 If any dispute arises between you and the Promoter concerning the conduct of this competition or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this competition is final.
- 10 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct

as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

- 11 If publication will take place, by entering, you request that your full address not be published.
- 12 If this competition cannot run as planned for any reason beyond the Promoter's control (for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 13 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 15 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 16 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 17 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.