



Nokia Handset Competition Terms & Conditions

Terms & Condition of Entry in Competition – Game of Skill

General

1. The Promoter is Pennytel Pty Ltd (ABN: 12 166 566 632), part of MNF Group Limited, Level 4, 580 George Street, Sydney NSW Australia 2000.
2. Information on how to enter and prizes forms part of the terms of entry. Entry into the competition is deemed acceptance of these Terms and Conditions.
3. If there are any inconsistency between these Terms and Conditions and anything else that refers to this competition, then these Terms and Conditions prevail.

Who can Enter

4. Entry is open to all residents of Australia, aged 18 years and over, except employees and immediate families of the Promoter and their associated companies and agencies.
Immediate family includes the following: spouse, ex-spouse, defacto 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 first cousin.
5. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

How to Enter

6. The competition commences at 17.00 AEDT on 28th June 2019 and entries must be received by the Promoter by no later than 17.00 AEDT on 26th July 2019.
7. Entrants may only enter once.
8. Entrants must answer all competition questions and entries must be received by the Promoter by the close of business on the specified closing date. All valid entries received will be placed into the prize draw.
9. Entrants may enter the competition by accessing the [website URL](#) provided by the Promoter.

10. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Any form of automated entry using any device or software is invalid. Entries via email are deemed to be received at the time of receipt into the Promoter's database not at the time of transmission by the entrant.
11. If for any reason any aspect of this competition is not capable of running as planned, including by reason of infection by computer virus, telephone network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the relevant authorities in each Relevant State, if required.

Draw and Notification of Winners

12. The competition is a game of skill and therefore the prize is judged on most creative answer and will be selected at Level 13, 8 Exhibition Street, Melbourne VIC 3000 on 31st July 2019. The winner will be notified by phone or email within 5 business days of selection and the details will be published on the Promoter's website and social media account.
13. The judges' decision is final and binding. As such, no correspondence will be entered into.
14. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
15. The Promoter reserves the right to redraw the prize if an entrant who claims to be a prize winner is unable to satisfy these Terms and Conditions.

The Prize

16. The prize includes one (1) Nokia 4.2 handset valued up to \$299 (including GST).
17. Prize value is based upon the recommended retail price at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
18. Prize cannot be transferred, exchanged or redeemed for cash.
19. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
20. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the relevant authorities in the Relevant State/s, if required. Without limiting the foregoing, the Promoter may, at its absolute discretion, substitute cash for any prize (the amount of cash being equal to the prize value specified in the Prize Details).

Further Terms & Conditions

21. The information entrants provide will be used by the Promoter for the purpose of conducting this competition. By entering this competition, entrants consent to the storage of their personal information on the databases of the Promoter and its related bodies corporate and the Promoter and its related bodies corporate may use this information for future promotional and marketing purposes regarding their products and services including contacting entrants via electronic messaging. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants.
22. All entries become the property of The Promoter. Entrants consent to the use and disclosure of their information for the purposes of this competition by The Promoter and its agents associated with this competition. Entrants agree that by submitting an entry, the Promoter may send you information and promotions concerning the Promoter's products and services may contact you by mail, phone, SMS, MMS or email to send offers and promote services. If you do not consent to your details being used for future marketing

purposes, you should contact The Promoter. Any request to update, modify or delete the entrant's details should be directed to The Promoter. The Promoter's treatment and storage of personal information will be handled in accordance with all applicable laws in Australia and the Promoters Privacy Policy can be found on our [website](#).

23. All entries and materials submitted to the Promoter in connection with this competition (in any form, including without limitation in hard copy or electronic form), become the property of the Promoter and each entrant warrants that it has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials.
24. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
25. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
26. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.