

Student competition - Win a trip to New York Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	Student competition - Win a trip to New York			
Promoter:	Optus Administration Pty Ltd ABN 79 055 136 804, 1 Lyonpark Road, Macquarie Park, NSW 2113, Australia. Ph: (02) 8082 7800			
Promotional Period:	Start date: 04/02/19 at 09:00 am AEDT End date: 30/04/19 at 05:00 pm AEST			
Eligible entrants:	Entry is only open to persons 18 years or over (at time of travel in December 2019 / January 2020 for the prize) who are currently enrolled as a student at a university or TAFE in Australia. The Promoter will request that winners provide proof (as determined by the Promoter) that they are a current student as a condition of receiving a prize.			
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, visit www.optus.com.au/students , follow the prompts to the Promotion entry page; and fully complete and submit the online entry form with their personal details (first name, last name, date of birth, email address, mobile number, post code, State/territory of residence, university/TAFE and whether they are already an Optus Postpaid mobile customer).			
Entries permitted:	Only one (1) entry submission per person will be accepted. The entrant is eligible to win a maximum of one (1) prize. By completing the entry method: (a) Non-Optus mobile customers receive one (1) entry into the draw; and (b) Optus Postpaid mobile customers who have a service active by close of competition on 30/04/19 at 05:00 pm AEST will receive a total of four (4) entries. By entering the entrant agrees to receive SMS promotional/marketing messages from Optus.			
Total Prize Pool:	up to AUD \$50,000.00			
	Prize Description	Number of this prize	Value (per prize)	Winning Method
	The prize is a trip to New York for New Year's Eve for four (4) adults which consists of the following: <ul style="list-style-type: none"> Return economy flights for four (4) adults from the winner's nearest capital city to New York (exact travel arrangements to be determined by the Promoter in its absolute discretion); 2 x double occupancy rooms in a luxury hotel (4 stars or above) in New York City for five (5) nights; 4x access to the VIP Barricaded Hospitality Area in the centre of Times Square on New Year's Eve to view the performances and Ball Drop; 4x access to the VIP Hospitality Venue throughout NYE including full catering and drinks; 4x escorted access to the rooftop for a photo opportunity with the famous Ball itself; 4x access to the VIP after-party including performances by a number of the artists from the live televised show; Select transfers as determined by the Promoter; and AUD\$2,500 spending money. 	1	Up to AUD\$50,000.00 depending on date and exact point of departure	Random selection: computerised random selection - 03/05/19 at 02:30 pm AEST
Prize Conditions	<ul style="list-style-type: none"> The winner and their companions must be 18 years or over at time of travel. Winner must be a current student studying in Australia. The winner and their companions must have a valid passport with at least 6 months' validity from the departure date. 			

	<ul style="list-style-type: none"> • The winner and their companions must be able to travel in late December 2019 / early January 2020 so as to be in New York for New Year's Eve. If the winner is unable to travel on the dates required by the Promoter to coincide with this event, they will forfeit their right to the prize. • The winner and their companion must not have a criminal record, any outstanding warrants or any other legal matters that would prevent them from entering the United States of America. • Travel itinerary will be determined by the Promoter in its absolute discretion. • Prize is subject to the standard terms and conditions of individual prize and service providers. • The winner and his/her travel companions must depart from and return to the same departure point and travel together. • Subject to the terms and conditions of the participating prize provider(s), if for any reason the winner does not, once the prize has been booked, take the prize (or an element of the prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash. • the prize is subject to booking and flight availability. • Frequent flyer points will not be awarded and do not form part of the prize. • Spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs, unless otherwise specified in the prize description, are not included. • The winner and his/her travel companions are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. • The winner may be required to present their credit card at check in. • The winner and their guests for the prize will be required to complete an online form provided by the prize supplier in order to accept the prize. The online form will be sent to the winner and their guests. The form will contain terms of the prize supplier and the winner and their guests must provide their acceptance to terms of the prize supplier by selecting a tick box and provide all personal details as requested via the online form. The terms will specify conditions for acceptance of the prize, including but not limited to the following: the prize supplier is not liable for the winner's acceptance/use of the prize, use of the winner's image by the prize supplier for marketing purposes and that the winner indemnified of the prize supplier.
Winner notification:	The winner will be contacted by email and phone within two (2) business days of the draw. The winner will be published at www.optus.com.au/students by 07/05/19.
Unclaimed Prizes:	Prize must be claimed by 03/08/19 at 02:30 pm AEST. In the event of an unclaimed prize, the prize will be redrawn on 05/08/19 at 02:30 pm AEST at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000. The winner of the redraw will be notified by email and phone within two (2) business days of the redraw. The winner will be notified publicly (and their details published) at www.optus.com.au/students by 09/08/19.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. **Draw:**
 - a) The draw will take place at Plexus, Level 4, 411 Collins Street, Melbourne VIC 3000 at 02:30 pm AEST on 03/05/19 using computerised random selection.
 - i) The first valid entry drawn will be the winner of the prize specified in the Schedule above.
 - b) The draw conductor may draw additional reserve entries in case an invalid entry or entrant is drawn.

- c) If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance.
6. All reasonable attempts will be made to contact each winner.
 7. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable at the time stipulated by the Promoter for travel, they forfeit the prize and the Promoter is not obliged to substitute the prize.
 8. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
 9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
 10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification, subject to any written directions of a regulatory authority.
 11. No entry fee is charged by the Promoter to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
 12. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
 13. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.optus.com.au/about/legal/privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants may be disclosed overseas, see the Promoter's privacy policy for further details.
 14. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
 15. It is a condition of accepting the prize that the winner and their travel companions may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize. If a winner or travel companion is under the age of 18, a nominated parent or legal guardian of the winner or travel companion will be required to sign the legal release on the winner or travel companion's behalf.
 16. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
 17. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).

18. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
19. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
20. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
21. 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 or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
22. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
23. Unless otherwise specified, a prize is a single event for the winner (and their guests) and cannot be separated into separate events or components.
24. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
26. Authorised under: ACT Permit No. TP19/02610 NSW Permit No. LTPS/19/31596 and SA Permit No. TP19/117.