

“FLIP \$10,000 PRIZE DRAW” PROMOTION TERMS & CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions. All prize values stated in these Terms and Conditions are inclusive of GST where applicable, and expressed in AUD, unless specified otherwise.
2. 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 1st cousin.
3. Entries into the promotion open on 01/11/2024 and close 11:59pm on the 30/11/2024 (“**Promotional Period**”).
4. To be eligible to enter, individuals must be a customer of the Promoter at 11:59pm on the 30/11/2024 and have an active NBN service with the Promoter at that time. Individuals must not be in breach of the contract obligations with the Promoter at the time of the draw. Persons must be 18 years of age or over.
5. Each valid customer will be allowed and allotted one (1) entry for the entirety of the Promotional Period.
6. For eligible entrants, promotion exclusion can be requested by contacting enquiries@flipconnect.com.au.
7. 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper conduct which in the Promoter's reasonable opinion could jeopardise the fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. 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.
9. The draw will take place at 832 Anzac Parade Maroubra NSW 2035 Australia at 11am AEDT on 06/12/2024, via a random 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 by phone and email within two (2) business days of the draw. With the winner's consent, their name may be published on the Promoter's website (<https://www.flipconnect.com.au>).
10. The first valid entry drawn will win \$10,000 and be paid via electronic fund transfer to the winner's nominated account or cheque drawn in the name of the winner.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The winner is responsible for any and all additional government taxes and charges associated with the prize.
13. Total prize pool value is \$10,000. The prize can only be redeemed by the winner and cannot be transferred to any other person, including family members unless specified by the Promoter. The Prize is not transferable or exchangeable.
14. Subject to the unclaimed prize draw clause below, if for any reason the winner does not take the Prize by the 16/12/2024, then the Prize will be forfeited.

15. A draw for the prize, if unclaimed, may take place on 20/12/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by phone and email within two (2) business days of the draw. With the winner's consent, their name may be published on the Promoter's website (<https://www.flipconnect.com.au>).
16. By entering this competition and providing your information to the Promoter online or offline, entrants consent to the collection and use of such information by the Promoter, its affiliates, partners, contractors and permitted agents as herein described and consistent with applicable laws.
17. In collecting the winner's personal information, the Promoter agrees to comply with Australian Privacy Laws in accordance with its privacy policy (which can be viewed at <https://www.flipconnect.com.au/privacy-policy>).
18. 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.
19. 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**").
20. 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) if the Game is relocated, postponed or delayed; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize.
21. 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://flipconnect.com.au/privacy-policy>. 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.
22. The Promoter is FLIP TV Pty Ltd (ABN 78 600 712 230) of 832 Anzac Parade Maroubra, NSW, 2035, Australia, telephone 1300 354 788 ("Promoter").