

AGL SENIORS 'WIN A SAMSUNG TABLET A DAY' PROMOTION

CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via Internet only.

ELIGIBILITY

2. Entry is only open to residents of New South Wales, Australian Capital Territory, Queensland and Victoria aged 60 years and older (**Entrants**).
3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. 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.

PROMOTIONAL PERIOD

4. The promotion commences at **12:00am** (AEST) on **29/04/2019** and ends at **11:59pm** (AEST) on **30/06/2019** (**Promotional Period**).

HOW TO ENTER

5. To automatically receive an Entry into a Draw, Entrants must purchase an *AGL Seniors Plus Plan* (**Policy**) via www.agl.com.au (**Promoter's Website**) or by calling AGL directly by phone during the Promotional Period (an **Entry**). However, an Entry will be deemed invalid if the Entrant does not retain the Policy beyond the requisite 10 business days cooling off period.
6. Only one (1) Entry per household is permitted. Any subsequent Entry of an Entrant after the first valid Entry is received from that Entrant will be deemed invalid. For the purposes of this Promotion, a 'household' is deemed to be the residential address stated in an Entrant's Policy.
7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details entered incorrectly by an Entrant on their Entry will deem their Entry invalid.
8. Costs associated with accessing the website, or telephone carrier remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.

PROMOTIONAL STAGES

9. For the purpose of determining daily winners and awarding prizes, the Promotional Period will be divided into 63 promotional stages, commencing and closing on the dates and times (AEST) set out below, for the purpose of determining winners and awarding prizes in this promotion (each, a **Promotional Stage**).
10. Each Promotional Stage will have its own manual draw at Suite 51A, 23 Norton Street, Leichhardt NSW 2040 at **10:00am** (AEST) on **12/07/2019**. All entries received during a Promotional Stage will be entered into the corresponding Draw to determine one (1) winner for that Promotional Stage. For each Promotional Stage, the first valid entry drawn will win the prize. Entries for each Promotional Stage must be received by the Promoter during the Promotional Stage to be eligible for the corresponding Draw. Entries received in a given Promotional Stage are only eligible for the corresponding Draw and will NOT rollover into any subsequent Draw(s). Winners will be notified in writing by email within two (2) days of the relevant Draw. The name and locality of the winners will be published via www.seniorsoffer.aglcustomerrewards.com.au (**Promotional Website**) on **19/07/2019** and will remain

on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify winners of the results of the Draws will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

Promotional Stages will be held as follows:

Promotional Stage	Start	End
1	12:00am 29/04/2019	11:59pm 29/04/2019
2	12:00am 30/04/2019	11:59pm 30/04/2019
3	12:00am 01/05/2019	11:59pm 01/05/2019
4	12:00am 02/05/2019	11:59pm 02/05/2019
5	12:00am 03/05/2019	11:59pm 03/05/2019
6	12:00am 04/05/2019	11:59pm 04/05/2019
7	12:00am 05/05/2019	11:59pm 05/05/2019
8	12:00am 06/05/2019	11:59pm 06/05/2019
9	12:00am 07/05/2019	11:59pm 07/05/2019
10	12:00am 08/05/2019	11:59pm 08/05/2019
11	12:00am 09/05/2019	11:59pm 09/05/2019
12	12:00am 10/05/2019	11:59pm 10/05/2019
13	12:00am 11/05/2019	11:59pm 11/05/2019
14	12:00am 12/05/2019	11:59pm 12/05/2019
15	12:00am 13/05/2019	11:59pm 13/05/2019
16	12:00am 14/05/2019	11:59pm 14/05/2019
17	12:00am 15/05/2019	11:59pm 15/05/2019
18	12:00am 16/05/2019	11:59pm 16/05/2019
19	12:00am 17/05/2019	11:59pm 17/05/2019
20	12:00am 18/05/2019	11:59pm 18/05/2019
21	12:00am 19/05/2019	11:59pm 19/05/2019
22	12:00am 20/05/2019	11:59pm 20/05/2019
23	12:00am 21/05/2019	11:59pm 21/05/2019

24	12:00am 22/05/2019	11:59pm 22/05/2019
25	12:00am 23/05/2019	11:59pm 23/05/2019
26	12:00am 24/05/2019	11:59pm 24/05/2019
27	12:00am 25/05/2019	11:59pm 25/05/2019
28	12:00am 26/05/2019	11:59pm 26/05/2019
29	12:00am 27/05/2019	11:59pm 27/05/2019
30	12:00am 28/05/2019	11:59pm 28/05/2019
31	12:00am 29/05/2019	11:59pm 29/05/2019
32	12:00am 30/05/2019	11:59pm 30/05/2019
33	12:00am 31/05/2019	11:59pm 31/05/2019
34	12:00am 01/06/2019	11:59pm 01/06/2019
35	12:00am 02/06/2019	11:59pm 02/06/2019
36	12:00am 03/06/2019	11:59pm 03/06/2019
37	12:00am 04/06/2019	11:59pm 04/06/2019
38	12:00am 05/06/2019	11:59pm 05/06/2019
39	12:00am 06/06/2019	11:59pm 06/06/2019
40	12:00am 07/06/2019	11:59pm 07/06/2019
41	12:00am 08/06/2019	11:59pm 08/06/2019
42	12:00am 09/06/2019	11:59pm 09/06/2019
43	12:00am 10/06/2019	11:59pm 10/06/2019
44	12:00am 11/06/2019	11:59pm 11/06/2019
45	12:00am 12/06/2019	11:59pm 12/06/2019
46	12:00am 13/06/2019	11:59pm 13/06/2019
47	12:00am 14/06/2019	11:59pm 14/06/2019
48	12:00am 15/06/2019	11:59pm 15/06/2019
49	12:00am 16/06/2019	11:59pm 16/06/2019
50	12:00am 17/06/2019	11:59pm 17/06/2019

51	12:00am 18/06/2019	11:59pm 18/06/2019
52	12:00am 19/06/2019	11:59pm 19/06/2019
53	12:00am 20/06/2019	11:59pm 20/06/2019
54	12:00am 21/06/2019	11:59pm 21/06/2019
55	12:00am 22/06/2019	11:59pm 22/06/2019
56	12:00am 23/06/2019	11:59pm 23/06/2019
57	12:00am 24/06/2019	11:59pm 24/06/2019
58	12:00am 25/06/2019	11:59pm 25/06/2019
59	12:00am 26/06/2019	11:59pm 26/06/2019
60	12:00am 27/06/2019	11:59pm 27/06/2019
61	12:00am 28/06/2019	11:59pm 28/06/2019
62	12:00am 29/06/2019	11:59pm 29/06/2019
63	12:00am 30/06/2019	11:59pm 30/06/2019

RESERVES

11. The Promoter may draw five (5) additional reserve Entries in each Draw and record them (in order) in case an invalid Entry or ineligible Entrant is drawn or the Entrant is ineligible or declines to accept a prize. Each Entrant whose Entry is drawn by the Promoter must confirm their eligibility to be awarded the prize and their ability to accept the prize within **10 business days** of being successfully notified by the Promoter that their Entry has been drawn, otherwise their Entry will be deemed invalid. In the event of an invalid Entry or an ineligible Entrant, or if the Entrant is ineligible or declines to accept a prize, the prize will be awarded to the first reserve Entrant drawn. If the prize cannot be awarded to the reserve Entrant drawn, the Promoter will continue this process until the prize is awarded. If after this process a prize has still not been awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 17.

PRIZES

12. The first eligible entry randomly drawn from all entries received during the corresponding Promotional Stage, will each win one (1) x Samsung Galaxy Tablet 7.0 valued at **\$199 RRP**. Winners will be asked to provide their postal address and prizes will be mailed to each winner. The Promoter accepts no responsibility for lost or damaged prizes.
13. All costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the responsibility of the winners. Such additional costs include but are not limited to Internet connection, data plans, software and Samsung Tablet applications not provided on the Samsung Tablet as part of standard retail sale (if applicable).
14. Samsung and Android (and any of their brands and trade marks including but not limited to Samsung and Android) are not participants in or sponsors of this promotion.

15. There are a total of 63 prizes to be awarded in the promotion. The total maximum prize pool value is **\$12,537.00**. If, after the draw for a Promotional Stage in accordance with Condition 10, there are any prize(s) that have not been awarded, the Promoter will hold an unclaimed prize draw in accordance with Condition 17.
16. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prizes must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.

GENERAL

17. The Promoter may conduct a further draw at the same time and place as the Draw(s) as is necessary on **14/10/2019** in order to distribute any prize(s) (if any) unclaimed by that date. In the event of any winner(s) in the unclaimed prize draw, the winner(s) will be notified in writing via email and the name and locality of the winners will be published on the Promotional Website on **21/10/2019** and will remain on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify the winner(s) of the results of the unclaimed prize draw (if any) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
18. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.
19. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
20. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
21. An Entry and any copyright subsisting in an Entry irrevocably becomes, at time of entry, the property of the Promoter.
22. As a condition of entering this promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
23. It is a condition of accepting a prize that a winner may be required to sign legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.

24. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
25. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any conduct which corrupts or affects the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize(s) to the same value as the original prize(s), subject to any written directions made under applicable State or Territory legislation.
26. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize, subject to any written directions made under applicable State or Territory legislation.
27. Any attempt to cause malicious damage with the normal functioning of the Promotional or Promoter's Website, or the information on the eDM, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
28. All of the Promoter's decisions in respect of the promotion are final and no correspondence will be entered into.

PRIVACY

29. The Promoter collects Personal Information about an Entrant to include the Entrant in the promotion, award the prize (where appropriate) and use the information to assist in improving the goods and services of the Promoter. If the Personal Information requested is not provided, an Entrant cannot participate in the promotion and is deemed ineligible.
30. An Entrant also agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant Australian State or Territory legislation.
31. The Promoter will provide to each Entrant, at time of entry into the promotion, or as soon as reasonably practicable thereafter, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
32. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research

or to provide the Entrant with marketing materials in this way. By entering the promotion Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

33. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at AGL Customer Advocacy, Locked Bag 14120, MCMC VIC 8001. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained by contacting the Promoter or via the Promoter's website www.agl.com.au/privacy-policy.
34. In these Conditions of Entry: "**Australian Consumer Law**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "**Personal Information**" means in Australia, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
35. **Promoter:** AGL Sales Pty Ltd (ABN 88 090 538 337) of Level 24, 200 George Street, Sydney NSW 2000. Phone: 1300 889 324.

NSW Permit No. LTPS/19/33976. ACT Permit No. TP 19/03193.