

"GSMA WIN AN IPAD" PROMOTION

TERMS AND 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.
- 3. This promotion will be conducted in Suva during the "NGN Forum hosted by Pacific Islands Telecommunications Association". The promotion will be open to entry from 6-8 October 2014 and drawn at the Happy Hour GSMA sponsored drinks, 8 October 2014.
- 5. Entry is only eligible to delegates of the "NGN Forum hosted by Pacific Islands Telecommunications Association". Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
- 6. To be eligible to win, entrants must complete an entry form and submit it into the ballot box located at the Happy Hour Drinks Reception. One entry form will be drawn from the ballot box, deciding the winning entry. If the winning entrant does not claim their prize immediately, the draw will be repeated to select the next winning entry. This will be repeated until the prize is claimed.
- 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
- 8. Only one (1) entry permitted per person.

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- 9. The winning entry will be drawn at the Happy Hour Drinks Reception, 8th October 2014. The Promoter's decision is final and no correspondence will be entered into.
- 10. There will be one (1) lucky draw prize. The lucky draw prize is an Apple iPad Air (white, 16GB, WiFi + Cellular) valued at FJD1210. Total prize value is FJD1210.
- 11. If a winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
- 12. Total prize worth FJD1210. Prize, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 13. Any unclaimed prizes will be distributed by the Promoter, in its absolute discretion.

- 14. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 15. 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.
- 16. 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) 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 the promotion.
- 17. 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) any tax liability incurred by a winner or entrant; or (f) use of a prize.
- 18. The Promoter is GSMA, Floor 2, The Walbrook Building, 25 Walbrook, London, EC4N 8AF, UK. Telephone: +447917046591.