Optus Customer NPS Survey 25/26 Promotion

Terms and Conditions

Promoter	Optus Administration Pty Ltd (ABN 79 055 136 804), 1 Lyonpark Road, Macquarie Park NSW 2113.
Who can enter?	There are two (2) entry groups for this promotion, as listed below: 1. **Consumer Entrant Group**: Australian residents who are 18 years and over and are a consumer Optus customer (and who receive a link to the Optus Customer NPS survey during the Competition Period); and *2.* **SMB Entrant Group**: Australian residents who are aged 18 years and over and are have an Optus account as a SMB (small medium business) Optus customer (and receive a link to the Optus Customer NPS survey during the Competition Period). (each an **Entry Group**).
Who can't enter?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
Competition Period	26/03/2025 – 25/03/2026.
Entry instructions	To enter, you must during the Promotional Period: (a) receive an SMS or email from the Promoter containing a link; (b) click on that link to be directed to the Optus Customer NPS survey; and (c) fully complete and submit the survey with all answers as specified, including providing your personal details (first name, last name, email address and phone number) and answering a question in 25 words or less. Entries will be considered in the relevant Entry Group.
How many winners will there be and how will they be chosen?	This is a game of skill. Chance plays no part in how winners will be selected. All entries for each Entry Group will be reviewed and judged by the Promoter (or by appointed judge/s) based on selected criteria, e.g. creativity, originality, and brand suitability, etc. The Promoter will consider and judge all entries in each Entry Group that were received each month (from the 26th to the 25th e.g. 26/03/2025 to 25/04/2025) and will determine 1 best entry for each Entry Group each month (that is, 1 best entry for the Consumer Entrant Group and 1 best entry for the SMB Entrant Group). Prizes to be won in each Entry Group differ - see 'What can I win?' section below for prizes awarded for each Entry Group. The Promoter may judge additional reserve entries and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (**Reserve Entrants**).
What can I win?	There are 12 prizes available (1 for each month) for each Entry Group, that is 12 prizes for the Consumer Entrant Group and 12 prizes available for the SMB Entrant Group. The prize for a Consumer Customer Entrant Group winner is a $1,000 e-gift card. The prize for a SMB Entrant Group winner is a $2,000 e-gift card. Any ancillary costs associated with redeeming the e-gift card are not included. Redemption of the e-gift card is subject to the terms and conditions associated with the e-gift card.

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	The prize will be awarded to the account holder of the respective winning Optus account. If applicable, where an account has multiple account holders and those account holders disagree about who is the entrant (or if there is confusion for any reason), the Promoter may decide which of them wins the prize. The Promoter's decision is final in this regard. Winners must remain an Optus account holder until the prize is awarded. A winning small business must not, in the Promoter's determination, have a bad credit history or be a credit risk, due to breaching or having at any time breached credit arrangements with the Promoter.
Total prize pool	The total prize pool for the Consumer Entrant Group Prize is $12,000. The total prize pool for the SMB Entrant Group Prize is $24,000. The overall total prize pool is $36,000.
How many times can I enter?	Limit one (1) entry permitted per person per survey sent.
How and when will the winner/s be informed?	The winners will be contacted by email or phone within ten (10) days of the judging. Winners must claim the prize by the date/time specified in the email notification from the Promoter. If they fail to claim the prize within this time frame they will forfeit their right to the prize and the prize will be awarded to the next best valid entry for that month and entrant group.
Unclaimed prize/s	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to a Reserve Entrant or may conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.
Collection and use of your personal information	If you are a winner, the Promoter may ask you/your companion/s to take part in some publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion/s consent to the Promoter using your name/s and image/s in any promotional or advertising activity. The Promoter collects personal information about you in order to conduct and manage this competition. If the personal information requested is not provided, you may not be able to participate in this competition. The Promoter may disclose your personal information to third parties including its related bodies corporate, contractors and agents, prize suppliers and service providers that assist in conducting and managing this Promotion. Your personal information may be disclosed to an entity located outside of Australia, in accordance with the Promoter's privacy policy. The Promoter's Privacy Policy, located at www.optus.com.au/about/legal/privacy, contains information about: (a) how to seek access to the personal information the Promoter holds about you and seek correction of the information; and (b) how to complain about a privacy breach and how the Promoter will deal with such a complaint. By entering this competition, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging provided that where required by the *Spam Act 2003* (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the *Spam Regulations 2021* (Cth). By entering, you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition.

1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases/social media accounts, you may be disqualified.

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3 Every entry must be your original work and not copied. You warrant that your entry does not breach any third party rights (for example, intellectual property rights) and its use by the Promoter or any other person will not breach such rights nor otherwise breach any law (for example, it is not defamatory, in contempt of court or in breach of any privacy law). Your entry must not be obscene, offensive, malicious, discriminatory, indecent or (in the Promoter's opinion) otherwise objectionable or inappropriate (for example it must not include nudity or language the Promoter deems offensive).

4 You must not include any other person in your entry unless they have consented to you submitting it in this competition. You must not include any person in your entry who is under the age of 18 years. You must ensure your entry does not contain any virus, malware or other malicious or inappropriate computer code or material. You acknowledge that your entry and your name may be made publicly available by the Promoter (in its absolute discretion) and will be accessible to the general public to view.

5 The Promoter may copy and amend your entry and may use (or allow others to use) your entry and any rights in relation to your entry, to publicise this competition or for any other purpose. These rights are perpetual, royalty free, world-wide, irrevocable and transferable. For example, the Promoter may publish all or any part of your entry or any amended version of it. The Promoter may also decide not to publish an entry, to cease publication of an entry, or to publish an edited entry.

Prizes

6 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, as relevant, validity period/s.

7 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

General

8 Any material failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

9 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if the prize is on set dates and you are unable to take the prize on the relevant date/s, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries and/or your identity (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

10 You must not:

(a) tamper with the entry process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);

(b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;

(c) act in a disruptive, annoying, threatening, abusive or harassing manner;

(d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;

(e) breach any law; or

(f) behave in a way that is otherwise inappropriate.

11 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter’s reasonable control.

12 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value.

13 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, government directives, a pandemic, public health orders and the like, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants.

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14 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

15 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.

16 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).

17 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant) due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.

18 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

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