

Telstra Tips Game Optimiser – COD Season 4 Promotion - Terms and Conditions

By submitting an entry to this promotion, you are deemed to have accepted these terms and conditions.

This promotion is being run by Telstra Corporation Limited (ABN 33 051 775 556) of 400 George Street Sydney ("we", "us" or "our").

When can you enter?

The promotion starts on 5th July at 12 midday AEST and ends on 15th July 12 midday AEST ("promotion period").

Who can enter?

Entry is open to Australian residents-other than our officers, employees or contractors and other companies associated with the promotion, and their immediate families.

If you are under the age of 18, you cannot enter this promotion unless your parent or guardian consents to you entering this promotion and agrees that the prize pool suitable for you. By providing this consent, you parent or guardian agrees to these terms and conditions on their own behalf and on behalf of the child. If a winner is under 18, we reserve the right, in our absolute discretion, to award the relevant prize to the winner's parent or guardian, and to require the parent or guardian to execute such acknowledgment, indemnity and release as is reasonably required in the circumstances.

How do you enter?

To enter the promotion you must, during the promotion period, share your best Call of Duty play in writing, still or video content by:

- (a) posting a response to the Call of Duty / Telstra Game Optimiser promotional post on one of Telstra's social media channels (being Twitter) and including the hashtag #UpMyGame in that response;
- (b) posting a response to the Call of Duty / Telstra Game Optimiser promotional post on Mulsek's social media channels (being Instagram and Twitter) tagging @Telstra and including the hashtag #UpMyGame; or
- (c) posting on your own Instagram or Twitter page, tagging Mulsek (twitter) or @MrMulsek (Instagram), as well as @Telstra and including the hashtag #UpMyGame.

Only one winner will be selected.

You may submit multiple entries.

Incomplete, indecipherable or illegible entries will be deemed to be invalid. We may also disqualify entries that do not comply with these terms and conditions.

Your entry must not contain offensive or defamatory comments, breach any law or infringe any third party rights, including intellectual property rights. You grant us a royalty free, perpetual and irrevocable licence to use, modify, adapt and publish your entry. In particular, we may use your entry for promotional and marketing purposes.

Judging of entries

Judging will take place daily throughout the promotion period.

The winner will be selected based on two judging criteria (listed below) and judged by a team staff at Telstra and Click Management.

Judging criteria are:

- 1) Entertainment value – which entry was the most enjoyable to watch?
- 2) Skill involved – which entry demonstrated the highest level of skill in Call of Duty?

The judging panel's decision is final and binding and no correspondence will be entered into.

The prize

The winner will receive a 12 month Telstra Premium home internet plan valued at \$1,320 (incl. GST), a 12 month subscription to Telstra Game Optimiser valued at \$120 (incl. GST) and a Call of Duty Load Out Drop kit valued at \$899 (incl. GST). The prize is not exchangeable, transferrable or redeemable for cash.

The total prize value is \$2339 (incl. GST).

Notification of the winner

The winner will be notified by direct message on the platform through which they entered the competition (Twitter or Instagram). The winner's name may be published on Telstra's website and in social media channels at Telstra's discretion.

Telstra will request contact details from the winner in order to send prizes out.

Photographs and comments from the winners

If you are the winner, we may contact you about the promotion, and take photos of you, and use your comments and photos for promotional and marketing purposes. If we do so, you grant us a royalty free, perpetual and irrevocable licence to use your comments and the photos for such purposes.

Use and disclosure of your information

We may use and disclose the information you provide in submitting an entry on the terms and for the purposes set out in our Privacy Statement, and as required to conduct this promotion, which may include disclosing that information to prize suppliers. The Privacy Statement is available at www.telstra.com.au/privacy/privacy_statement.html or by calling 1800 039 059.

If you would like to access or correct the personal information that we hold about you, you should contact us by phoning 1800 039 059.

Supply of an alternative prize

If we are unable to provide the winner with the prize (or part of the prize), we will supply an alternative prize (or part of the prize) of similar monetary value (including a cash prize). We will select an alternative prize in our sole discretion.

If a prize is not claimed

If a prize has not been accepted or claimed by the winner a week after the end of the promotion period it will be distributed at our absolute discretion.

Suspension, cancellation, modification or termination of the promotion

If for any reason beyond our reasonable control, we are not able to conduct the promotion as anticipated, we may suspend, modify, terminate or cancel the promotion unless to do so would be prohibited by law.

Liability excluded

Our liability in respect of the 12 month Telstra Premium home internet plan and the 12 month subscription to Telstra Game Optimiser is set out in the [General Terms of Our Customer Terms](#). To the extent permitted by law, we will not be liable for any other loss or damage or personal injury suffered or sustained in connection with the promotion or the taking of a prize (including the Call of Duty Load Out Drop kit, which is provided by our third party partner). We accept no responsibility for any tax liabilities that may arise from winning a prize.

For promotions on social media channels

The promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. In submitting an entry, you are providing your information to us and not to Instagram or Twitter.

You release Instagram and Twitter completely from all liability that may arise in relation to the conduct of the promotion.

Additional prize terms

Winners are responsible for ensuring that they meet any eligibility criteria for the prize components.

Further detail regarding the Telstra Premium home internet plan (including eligibility requirements) is available at: <https://www.telstra.com.au/help/critical-information-summaries/personal/home-internet/telstra-bundles/premium-internet>.

Further detail regarding the Telstra Game Optimiser subscription (including eligibility requirements) is available at: <https://www.telstra.com.au/help/critical-information-summaries/personal/gaming/game-optimiser/telstra-game-optimiser>

The terms that apply to our provision and the winner's receipt and use of the Telstra Premium home internet plan and Telstra Game Optimiser are set out in the [Telstra Home Broadband section of Our Customer Terms](#).

The Telstra Premium home internet plan includes Premium Evening Speed. Speeds experienced may be lower due to factors like your in-home set-up and wiring, and will be confirmed post-connection for FTTC, FTTB and FTTN. Only available to HFC, FTTP and some FTTN/B/C customers. 100Mbps typical download speed not available to most FTTN customers.

Telstra will cover the cost of a Telstra Wi-Fi modem, connection charges, standard professional installation charges, and any delivery fees associated with the delivery of the prize.

Unless expressly stated otherwise, all other expenses in relation to the prize are the responsibility of the winner.

The Call of Duty Load Out Drop kit is provided by our third party partner, Activision Blizzard.

The winner of the prize will receive a bill credit on their Telstra bill in respect of the cost of the 12 month Telstra Premium home internet plan and Telstra Game Optimiser subscription that form part of the prize. After the 12 month Telstra Premium home internet plan and Telstra Game Optimiser subscription expire, the winner's subscription will be automatically renewed on a paid subscription unless the winner notifies Telstra that they do want to renew their subscriptions, in accordance with the relevant provisions in [Our Customer Terms](#).

Entrants can view the full details of the Telstra Premium Unlimited NBN Plan by accessing the [Critical Information Summary](#).

The Telstra Premium home internet plan is not available to all areas, homes, or customers. The type of service offered may need further qualification checks to determine what's available to the winner. If we are unable to provide a winner with this portion of the prize, we will supply the winner with an alternative prize of a similar monetary value in accordance with these terms and conditions.