

X Marks the Spot 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 Friday 1st October 2021 at 12 midday AEST and ends on Friday 8th October 2021 at 12 midday AEST ("**promotion period**").

Who can enter?

Entry is open to Australian residents other than our officers, employees or contractors or 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 is not unsuitable for you. By providing this consent, your parent or guardian agrees to these terms and conditions. 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?

There are ten virtual locations to be found ("**virtual locations**") around the internet. We will provide 1 clue on where to find each of the 10 virtual locations (10 clues in total) on the X Marks the Spot Telstra Exchange webpage at <https://exchange.telstra.com.au/x-marks-the-spot-with-xbox-cloud-gaming/> ("**promotion webpage**") at the start of the promotion. We may, in our sole discretion, publish additional clues on the promotion webpage during the promotion period.

To enter the promotion, you must during the promotion period:

- (a) visit our promotion webpage;
- (b) enter the URL of a webpage which you think is a virtual location along with the corresponding clue number you used to find that location on the promotion webpage;
- (c) complete all required fields including your contact details.

You may submit multiple entries. However, you are only eligible to win one prize. Once you have submitted a winning entry, all subsequent entries will be invalid. Entries are accepted at the time of receipt by us.

Incomplete, indecipherable or illegible entries will be deemed to be invalid. We may also disqualify entries and entrants 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 (including the information you provide when you submit an entry) for promotional and marketing purposes.

Judging of entries

We will review and judge whether entries correctly identify a virtual location and correctly identify a clue that correspond to that virtual location throughout the promotion period.

The first entrant to correctly identify each of the virtual locations and a clue that corresponds to each of the virtual locations will win a prize. Note, this is a game of skill only and chance plays no part in determining the winners. Once we judge that an entry correctly identifies a virtual location (along with the clue), we will reveal that location on the promotion webpage along with the winner's first name and suburb of residence.

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

The prizes

There are 10 prizes. Each winner will receive either an 'Xbox Series S' package from Telstra or a 'Samsung S21' package from Telstra.

'Xbox Series S' package will comprise of one Xbox Series S console and associated accessories contained in the standard console packaging, a Razer Kishi, and a 12 month membership for Xbox Game Pass Ultimate (each a "prize").

'Samsung S21' package will comprise of one Samsung S21 phone and associated accessories contained in the standard phone packaging, a Razer Kishi, and a 12 month membership for Xbox Game Pass Ultimate (each a "prize").

The total value of the 'Xbox Series S' package is \$845.35 (incl. GST) and the total value of the 'Samsung S21' package is \$1594.35 (incl. GST)

The total prize pool is valued at \$12,198.5 (incl. GST). Prizes are not exchangeable, transferrable or redeemable for cash.

Entrants will be required to choose their prize upon submission of their clues, and prizes will be awarded based on these preferences in order of submission. If a winner's preference has been exhausted by the time they submit their entry they will be awarded their second choice of prize.

The terms which apply to our provision and a winner's receipt and use of a prize are set out here: <https://www.telstra.com.au/customer-terms/home-family#others>

Notification of the winners

Each winner will be notified by telephone and/or email during the promotion period once their entry has been determined to be a winning entry. The winners' names may be published on our website and in social media channels at Telstra's discretion.

Photographs and comments from the winners

If you are a 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 a winner with a prize (or part of a prize), we will supply an alternative prize (or part of a prize) of similar monetary value.

If a prize is not claimed

Prizes will be distributed after the close of the promotion period. If a prize has not been accepted or claimed by a winner within 3 months 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 this competition is limited as set out in the [General Terms of Our Customer Terms](#). To the extent permitted by law, we will not be liable for any loss or damage or personal injury suffered or sustained in connection with the promotion. We accept no responsibility for any tax liabilities that may arise from winning a prize.

For promotions on Facebook

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

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