

Terms and Conditions of Entry for the Telstra Digital Mum Promotion

1. Information on how to enter and prize details form part of these conditions. Entry into this Promotion is deemed acceptance of these terms and conditions of entry.
2. The Promoter is [Nuffnang Australia Pty Ltd ACN 133 905 647 of 28 St Edmonds Road, Prahran VIC 3181] ("**Promoter**").
3. The Promotion will be open from 12:01 am Australian Eastern Daylight Saving Time ("**AEDST**") on 15 February 2010 and will continue until 11:59 pm AEDST on 8 March 2010 ("**Promotion Period**").
4. Entry is open to all Australian residents, aged 14 years and over, other than management, employees or contractors of the Promoter and other agencies, firms or companies associated with the Promotion (including suppliers of prize), and their immediate families ("**Eligible Entrants**").
5. To register Eligible Entrants must, during the Promotion Period complete the following steps:
 - (a) be a registered blogger on Nuffnang (<http://www.nuffnang.com.au>) ("**Nuffnang**");
 - (b) post a story on the internet about your Mum and the internet;
 - (c) mention the Telstra Digital Mum 2.0 campaign on Facebook;
 - (d) link your post to the Telstra Digital Mum 2.0 campaign on Facebook, the website is <http://www.facebook.com/digitalmum>;
 - (e) read the Terms & Conditions and agree by posting the content on your blog.("Eligible Blog").
6. The entry must be:
 - (a) the original, independent creation of the entrant;
 - (b) owned by the entrant; and
 - (c) free from any claims, including copyright or trademark claims by other parties.
7. Eligible Entrants will be entered into the promotion as many times as they make an Eligible Blog.
8. Standard browsing charges apply in accessing the internet. Any costs associated with accessing Facebook, Nuffnang or any other independent blogging sites, remain the responsibility of each entrant. Any contact details entered incorrectly on blogging sites shall be deemed invalid and will result in an ineligible entry.
9. Judging for the prize will take place at 11:00 am AEDST on 10 March 2010 ("**Judging Date**") at Nuffnang, 28 St Edmonds Road, Prahran VIC 3181 ("**Judging Location**"), from all Eligible Blogs received during the Promotion Period. Judging will be conducted by a representative of the Promoter ("**Judge**"). The Judge's decision is final and no correspondence will be entered into.
10. The Eligible Entrant deemed by the Judge, in the Judges sole and absolute discretion, to have submitted the most creative Eligible Blog will win from the Promoter a HTC HD2 phone, valued at \$1,099.00 (including GST, including a Telstra \$30 sim card ("**Prize**").

11. In determining the most creative entry the Judge may look at how entertaining the blog is. Each Eligible Entry will be judged on the basis of humour, creative merit, originality and uniqueness. Entrants can be as serious, silly, cheeky (without being inappropriate) as they wish.
12. This is a game of skill. There is no element of chance in the judging of the Competition or determination of the winners.
13. The judges' decision (including any decisions as to prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
14. The Prize winner will be notified by telephone and/or in writing on [15 March 2010]. The winners' details will be published on Nuffnang on 16 March 2010.
15. Any prizes which have not been claimed by [10 June 2010] will be distributed at the Promoter's absolute discretion.
16. The winner may be required to sign a Release and Indemnity form/ Affirmation of Eligibility to Enter/ Ownership of Entry or Compliance statement in favour of the Promoter and return the document to the Promoter prior to taking his or her prize.
17. General
18. The total Prize pool value is up to \$1,099.00 (including GST).
19. Entrants are bound by the Terms & Conditions of Nuffnang, available at <http://www.nuffnang.com.au/blog/2010/02/15/win-a-telstra-1099-htc-hd2-for-nuffnang-bloggers-share-a-story-with-your-mum-the-internet/> and also the Terms & Conditions of any independent blog site they are using for this Promotion.
20. The Prize is not transferable or exchangeable and is not redeemable for cash. All other costs associated with the Prize are the responsibility of the winner. The Promoter shall not be liable for any Prize that may be lost, stolen, forged, damaged or tampered with in any way before it reaches the winner.
21. The Promoter accepts no responsibility for any variation in the value of the Prize.
22. If the Promoter is unable to provide a winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of the same or greater monetary value to the nominated Prize.
23. The Promoter accepts no responsibility for any attempted entry not being correctly registered for any reason during the Promotion Period. The Promoter is not responsible for technical difficulties with the entry mechanism.
24. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available.
25. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR THE INFORMATION ON A WEBSITE, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THIS COMPETITION, 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.

26. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry or judging mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
27. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. Incomplete, illegible or incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
28. The Promoter reserves the right to disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
29. By entering into the Promotion, the entrant agrees and acknowledges that:
 - (a) they may be contacted by the Promoter to provide comments about the competition and the Promoter (or an agent of the Promoter) may take photos of them;
 - (b) the Promoter may use such comments or photos (the "**Materials**") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
 - (c) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at any time, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
 - (d) they acknowledge that, by entering the Promotion, they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose;
 - (e) they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("**Moral Rights**");
 - (f) they waive all Moral Rights in the Materials that arise outside Australia; and
 - (g) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
30. To the extent permitted by law, the Promoter shall not be liable for any loss, damage or damage whatsoever (including but not limited to direct or indirect loss) or personal injury suffered or sustained in connection with this Promotion.
31. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a prize.