

Adam Internet Mates' Offer Schedule

<p><b>Item 1: Promotion Name</b></p>	<p>Mates' Offer ("<b>Promotion</b>")</p>
<p><b>Item 2: Permit Number</b></p>	<p>Authorised under Permit No. T11/1680</p>
<p><b>Item 3: Promoter</b></p>	<p>Adam Internet Pty Ltd, ABN 22 055 495 853, 117 King William St, Adelaide, SA 5000 ("<b>Promoter</b>")</p>
<p><b>Item 4: Entry Restrictions</b></p>	<p>Entry open to residents of South Australia. Entrants must be 18 years old or over.</p>
<p><b>Item 5: Promotion Period</b></p>	<p>The Promotion begins on 17/08/11 at 9.30am ACST and closes 11.59pm 02/11/11 ACST ("<b>Promotion Period</b>")</p> <p>Melbourne Cup Prize entry closes 11.59pm 28/09/11 ACST</p> <p>Preliminary Car Prize draws close as follows:</p> <p>For draw 15/09/11 entries close 11.59pm 31/08/11 ACST</p> <p>For draw 29/09/11 entries close 11.59pm 14/09/11 ACST</p> <p>For draw 13/10/11 entries close 11.59pm 28/09/11 ACST</p> <p>For draw 20/10/11 entries close 11.59pm 05/10/11 ACST</p> <p>For draw 27/10/11 entries close 11.59pm 12/10/11 ACST</p> <p>For draw 10/11/11 entries close 11.59pm 26/10/11 ACST</p> <p>For draw 17/11/11 entries close 11.59pm 02/11/11 ACST</p>
<p><b>Item 6: Entry Method and Requirements</b></p>	<p>One entry will be granted to an existing Adam Internet EzyChoice customer ("<b>Existing Customer</b>") each time the Existing Customer refers an individual who is a new Adam Internet customer ("<b>New Customer</b>") and the New Customer becomes connected to a 24 month EzyChoice ADSL2+, Naked, VDSL2 or WiMAX service (excluding Fibre and AnyG). Promoter will enter the Existing Customer into the draw when the New Customer's EzyChoice Internet service is connected at the New Customer's premises.</p> <p>The New Customer must state or enter the Existing Customer's Adam Internet email address at time the New Customer signs up via phone or internet, referral email addresses will not be accepted after completion of sign up.</p> <p>One entry will be granted to a New Customer who becomes connected to a 24 month EzyChoice ADSL2+, Naked, VDSL2 or WiMAX service (excluding Fibre and AnyG). Promoter will enter New Customer into the draw when the New Customer's Internet service is connected at the New Customer's premises.</p> <p>Entrants must be available on the following dates:</p> <ul style="list-style-type: none"> <li>• For travel 31 October - 2 November 2011 for Melbourne Cup Prize; and</li> <li>• For Car Prize draw 24 November 12.30pm-2pm.</li> </ul> <p>Entrants must arrive for verification for the Car Prize draw on 24/11/11 no later than 12.30pm in Rundle Mall, Adelaide. If an entrant who is drawn in a preliminary Car Prize draw is unable to attend the Car Prize draw they may elect to send a nominee to represent them ("<b>Nominee</b>").</p>

<p><b>Item 7: Prize Draw Details</b></p>	<p>Prizes will be awarded to the Adam Internet account holder. All draws will take place at the offices of Adam Internet except the Car Prize draw.</p> <p>Melbourne Cup Prize drawn 10.30am 13/10/11. The first valid entry that is randomly drawn will win the Melbourne Cup prize detailed in Item 8 (Prize Information) of the Schedule</p> <p>Preliminary draws for Car prize shortlist drawn September 15, 29, October 13, 20, 27, November 10, 17. The first two (2) valid entries that are randomly drawn in each draw will be included on the shortlist ("<b>Shortlist Individual</b>") to win the Car detailed Item 8 (Prize Information) of the Schedule ("<b>Car Prize</b>").</p> <p>Shortlist Individuals will be sent by mail a letter outlining the time, date and place of the Car Prize draw ("<b>Letter</b>"). Car Prize drawn in Rundle Mall, Adelaide 1.00pm 24/11/11. The Shortlist Individual must notify the Promoter 2 business days in advance if they cannot be present for the draw and provide the full name of the Nominee (if any) who will be representing them. If a Nominee is not provided within the time frame specified above and the Shortlist Individual is unable to attend the Car Prize draw the Shortlist Individual will forfeit the opportunity to take part in the Car Prize draw.</p> <p>Shortlist Individuals or their Nominee must arrive at Rundle Mall on 24/11/11 no later than 12.30pm with the Letter and photo identification for verification by Promoter. The Promoter will place the name of each verified Shortlist Individual or Nominee into one box and the keys used in an attempt to unlock the padlock into a second box. The scrutineer will randomly draw a name from the first box and the Shortlist Individual or Nominee drawn will then randomly draw a key from the second box containing the keys. The individual who has the key which successfully unlocks the padlock around the Car Prize will win the Car Prize. The first drawn Shortlist Individual or their Nominee will be the first to be given the opportunity to attempt to unlock the padlock on the Car Prize. If the first Shortlist Individual or their Nominee has a key that does not unlock the padlock a second Shortlist Individual or their Nominee will be drawn in the same fashion as the first and will be given the opportunity to attempt to unlock the padlock on the Car Prize. This process will continue until a Shortlist Individual or their Nominee unlocks the padlock on the Car Prize. Should a Nominee be successful in unlocking the padlock, the Promoter will award the Car Prize to the Shortlist Individual.</p>
<p><b>Item 8: Prize Information</b></p>	<p>The Melbourne Cup prize consists of four (4) return economy airfares (including airport &amp; airlines taxes) for the Melbourne Cup prize winner and three (3) guests between Adelaide Airport and Melbourne (Tullamarine) Airport departing 31 October 2011 and returning 2 November 2011; return transfers from Melbourne Airport to the Citigate Melbourne Hotel, Flinders Street; accommodation for two (2) nights with two (2) twin share Citigate Rooms with full breakfast included; four (4) general admission tickets to the Melbourne Cup in Melbourne on 1 November 2011. Melbourne Cup winner and guests must make their own return travel arrangements between their place of residence in Adelaide and Adelaide Airport and between the Citigate Hotel in Melbourne and the event venue (Flemington Racecourse). Prize valued at \$4,400 ("<b>Melbourne Cup Prize</b>").</p> <p>Car prize is a new 2011 5 Door Holden Barina Spark CD in the colour of winner's choice (subject to availability) and includes 12 months' private registration, 12 months' third party insurance, dealer delivery and stamp duty only. Value of Car Prize is \$14,000 ("<b>Car Prize</b>").</p>

	Collectively, the “Prizes”.
<b>Item 9: Prize Pool Value</b>	Total maximum prize pool is \$18,400.
<b>Item 10: Winner Notification</b>	<p>Prize winners and Shortlist Individuals will be notified by telephone and email on the day of relevant draw.</p> <p>The name of Melbourne Cup Prize winner and Car Prize winner will be published in The Advertiser within 2 business days of the relevant draw.</p>
<b>Item 11: Claiming Prizes</b>	<p>Melbourne Cup Prize winner will be required to collect their prize from the Promoter’s place of business listed in Item 3 of the Schedule during normal business hours unless otherwise informed by the Promoter. Melbourne Cup Prize winner must produce suitable identification at time of Prize collection.</p> <p style="padding-left: 40px;">If Melbourne Cup Prize winner has not collected the Melbourne Cup Prize from the Promoter by 5pm 28/10/11 then the Melbourne Cup Prize will be subject to the Unclaimed and Forfeited Prize Arrangements in Item 12.</p> <p>Car Prize winner will be provided with a voucher for the Car Prize which they must present in person and redeem at City Holden, 223 Grenfell St, Adelaide, SA 5000, Telephone 08 8223 7666 (“<b>City Holden</b>”). Car Prize winner must contact City Holden within seven days of winning the Car Prize to order the Car Prize. Car Prize winner must present a valid driver’s licence at the time they present the voucher, order the Car Prize and collect the Car Prize.</p>
<b>Item 12: Unclaimed and Forfeited Prize Arrangements</b>	<p>If the Melbourne Cup Prize winner has not been able to be contacted by the Promoter after three attempts over a period of 5 business days and the winner has not responded to the Promoter within 24 hours of the third attempt at contact then the winner will forfeit the Prize and will not receive any compensation in lieu of the Prize and it will be redrawn in accordance with the process set out below.</p> <p>If:</p> <ul style="list-style-type: none"> <li>• Melbourne Cup Prize winner has advised the Promoter that they are unavailable to travel on the specified dates; or</li> <li>• the Promoter has not been able to contact the winner in accordance with the contact attempt procedure above; then the Melbourne Cup Prize winner will forfeit the Melbourne Cup Prize and the Promoter will conduct another draw at the same place as the original Melbourne Cup Prize draw at 5.30pm 21/10/11 and award the relevant prize to another entrant.</li> </ul> <p>If Melbourne Cup Prize winner has not collected the Melbourne Cup Prize from the Promoter by 5pm 28/10/11 then the Melbourne Cup Prize winner will forfeit the Melbourne Cup Prize and will not receive any compensation in lieu of the Melbourne Cup Prize.</p> <p>The Winner of any redraw will be contacted by phone and email</p>

	<p>and will have their names published in The Advertiser.</p> <p>If a Shortlist Individual has not been able to be contacted by the Promoter after three attempts over a period of 3 business days and the Shortlist Individual has not responded to the Promoter within 24 hours of the third attempt at contact then the Shortlist Individual will forfeit the opportunity to take part in the Car Prize draw and another name will be redrawn. If a Shortlist Individual who is drawn on 17/11/11 is unable to be contacted within the allowed time period above then that Shortlist Individual will forfeit the opportunity to take part in the Car Prize draw and there will not be a redraw.</p> <p>If there is to be a redraw of a Shortlist Individual the Promoter will conduct another draw four business days after the original draw of that Shortlist Individual and at the same time and place as the original draw.</p> <p>If a Shortlist Individual or Nominee arrives at the Car Prize draw in Rundle Mall on 24/11/11 after the draw has begun they will forfeit the opportunity to take part in the Car Prize draw.</p>
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**Adam Internet Mates' Offer Trade Promotion  
Conditions of Entry**

1. By signing up for connection to an eligible EzyChoice Plan, entrants agree that they have read, understood and agree to be bound by these Conditions of Entry and the Schedule.
2. These Conditions of Entry incorporate and must be read together with the Schedule for this Promotion. The Schedule prevails to the extent of any inconsistency with these Conditions of Entry.
3. Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, except where stated otherwise.
4. These Conditions of Entry and Schedule may be downloaded from the Promoter's website [www.adam.com.au/matesterms](http://www.adam.com.au/matesterms).

**Eligibility**

5. Entrants must comply with Item 4 (Entry Restrictions) of the Schedule.
6. Employees and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter. For the purposes of this Promotion "immediate families" means spouse, parent, natural or adopted child, and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the employee or contractor.

**Entry**

7. The Promotion will be conducted during the Promotion Period.
8. To enter the Promotion, entrants must fulfil Item 6 (Entry Method and Requirements) of the Schedule during the Promotion Period and must have their Internet service connected with the Promoter at the time of the relevant Promotion draw.
9. Entries may only be submitted in accordance with the Item 6 (Entry Method and Requirements) of the Schedule and will not be accepted by the Promoter in any other form.
10. Connection of Internet service at New Customer's premises may take 14 days from time of sign up. After the New Customer's EzyChoice Internet service has been connected by Promoter at the New Customer's premises the New Customer and the Existing Customer who referred them (if applicable) will be entered by the Promoter into the next available draw and all subsequent draws.
11. Multiple entries are permitted provided each entry meets the requirements of Item 6 (Entry Method and Requirements) of the Schedule.
12. Incomplete or indecipherable applications or entries will be deemed invalid.

**Prize Draw and Winner Notification**

13. The draws for the Prizes detailed in Item 8 (Prize Information) of the Schedule will be conducted in the manner and on the dates and times specified in Item 7 (Prize Draw Details) of the Schedule.

14. Winners will be notified and their name published in accordance with Item 10 (Winner Notification) of the Schedule.

### **Prizes and Prize Conditions**

15. Awarding the Prizes is subject to any restrictions specified in the Schedule including, but not limited to, Item 6 (Entry Method and Requirements) of the Schedule.
16. The total prize pool value is specified in Item 9 (Prize Pool Value) of the Schedule. All Prizes are the recommended retail value as provided by the Provider and are in Australian dollars. Value of Prizes is correct at time of printing and Promoter takes no responsibility for any variation in value of Prizes.
17. Where the Prizes include vouchers and/or tickets, the vouchers or tickets are only valid until the voucher or ticket expiry date specified on the voucher or ticket or by the provider, and are subject to any terms and conditions imposed by the event provider and event promoter. Once awarded, the Promoter is not liable for any voucher or ticket that has been lost, stolen, forged, damaged or tampered with in any way and such vouchers or tickets cannot be replaced.

### **Melbourne Cup Prize**

18. Melbourne Cup Prize must be taken on the dates specified in Item 8 (Prize Information) of the Schedule to coincide with the Melbourne Cup 2011.
19. The Melbourne Cup Prize is non exchangeable and non transferable and cannot be redeemed for cash or any other form of compensation.
20. All costs associated with Melbourne Cup Prize which are not expressly stated in Item 8 (Prize Information) of the Schedule are the responsibility of the Melbourne Cup Prize winner and their guests. *Excluded* costs that are the responsibility of the winner and winner's guests include (but are not limited to) spending money, return transfer costs to and from the home of the winner and winner's guests and Adelaide Airport, return transfer costs between the hotel in Melbourne and the event venue in Melbourne, meals, taxes, insurance (including, but not limited to, travel insurance), luggage costs and all other ancillary costs.
21. Within two business days of being notified that they have won, the Melbourne Cup Prize winner must provide the Promoter with the names and birthdates of the three guests who will be travelling as part of the Melbourne Cup Prize.
22. If any part, or all, of the Melbourne Cup Prize is not accepted or taken at the date and in the manner specified in Item 8 (Prize Information) of the Schedule, the winner's entry will be deemed invalid and the winner will forfeit that part of the Prize and cash will not be awarded in lieu of that part or whole of the Prize.
23. The Melbourne Cup Prize is subject to any terms and conditions imposed by the relevant providers, including Melbourne Cup venue rules.
24. The Melbourne Cup Prize winner and guests are responsible for ensuring they have all necessary travel insurance and documents to travel to Melbourne.
25. If the Melbourne Cup Prize winner requires any alterations or extensions to confirmed Melbourne Cup Prize details the winner must arrange this directly with the Promoter's travel agent: Joel Materne, Tee Lee Travel, 115 Gouger St, Adelaide SA 5000, Telephone: 08 8212 3778. Any alteration to the Melbourne Cup Prize will be at the sole expense of the winner (including, but not limited to, any airline flight cancellation fees, rebooking fees, accommodation and any difference in airfare prices).
26. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of the Melbourne Cup Prize and any resulting costs incurred (including accommodation costs) by the Melbourne Cup Prize winner or the winner's guests will be the responsibility of the Melbourne Cup Prize winner.
27. The Melbourne Cup Prize winner is responsible for ensuring that they and their guests are fit to travel and have received appropriate health checks prior to taking the Melbourne Cup Prize.
28. If one of Melbourne Cup Prize winner's guests is less than 18 years of age, a parent or legal guardian of the winner must be present as one of the guests for the duration of the Melbourne Cup Prize.

### **Car Prize**

29. Car Prize winner may select the Car Prize in the colour of their choice, subject to availability. Depending on colour selection Car Prize may take up to one month (or otherwise advised by City Holden) before it is available for collection.
30. Car Prize winner will be responsible for all costs not listed in Item 8 (Prize Information) of the Schedule. Car Prize winner will be responsible for all on-road costs (including, but not limited to insurance and registration) on expiry of any on-road extras that are included as part of the Car Prize. Only compulsory third party insurance is included in the Car Prize. An additional level of insurance cover is at the cost and responsibility of Car Prize winner.
31. The Car Prize may be used as value of up to \$14,000 towards an upgrade to an alternative Holden vehicle (subject to availability) at City Holden and at the discretion of City Holden. Otherwise Car Prize is

non transferable and cannot be redeemed for cash or any other form of compensation. Car Prize winner will be responsible for any increase in price and additional costs for alternative vehicle selected and must arrange this directly with City Holden.

### **Prize redraw**

32. Prizes must be claimed by the date and in accordance with the prize claim instructions set out in Item 11 (Claiming Prizes) of the Schedule.
33. If a Prize is not claimed or accepted by the stated date or in accordance with Item 11 (Claiming Prizes) of the Schedule or the Promoter has not been able to contact the Prize winner in accordance with Item 12 (Unclaimed and Forfeited Prize Arrangements) of the Schedule then the Prize is forfeited by the winner and the winner will not receive any compensation in lieu of the Prize. Promoter reserves the right to redraw the Prize in accordance with Item 12 (Unclaimed and Forfeited Prize Arrangements) of the Schedule and award the forfeited Prize to another entrant.

### **Prize Conditions**

34. The Promoter reserves the right to request a Prize winner to provide proof of identity, proof of residency and/or proof of valid entry in order to claim the Prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
35. All Prize winners and their guests (as applicable) may be required to sign these terms and conditions in a form prescribed by the Promoter in order to receive the Prize.
36. Winners (and their guests if applicable) proposing to redeem any of the Prizes, may, at the absolute discretion of the Promoter, first be required to:
  1. submit to a medical examination by a medical practitioner approved by the Promoter and obtain relevant medical clearance to participate in the Promotion and/or redeem the prize; and/or
  2. sign (or procure that their parent/legal guardian signs) an indemnity and exclusion of liability form provided by the Promoter, in favour of the Promoter and all parties involved in this Promotion, before they accept the Prize. If the winner, their guests or their parent/legal guardian do not sign such a form within the time specified by the Promoter, they will not be able to participate and the relevant winner's entry or claim will be deemed invalid and the winner will forfeit the Prize and will not receive any compensation in lieu of the Prize. Where an entry is declared invalid prior to the date of travel for the Melbourne Cup Prize or the draw for the Car Prize, the Promoter may conduct a redraw and award the Prizes to another entrant.

### **Interruption to Promotion**

37. The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any Prize is not provided or taken. In the case of the Melbourne Cup Prize, if any part of the event is cancelled, varied or rescheduled for any reason, then the winner and guests will forfeit all rights to attend the relevant event and no cash or alternative tickets will be awarded in lieu of that element of the prize.
38. Promoter reserves the right in its sole discretion, at any stage, to disqualify and prohibit further participation by any entrant:
  1. for tampering with the entry process; or
  2. for submitting an application which is not in accordance with these Conditions of Entry; or
  3. who acts in a disruptive manner or with the intent to annoy, abuse, threaten or harass any other person in connection with the Promotion, including, but not limited to staff of the Promoter; or
  4. who engages in conduct in entering the Promotion which in the Promoter's opinion is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter.
39. If for any reason this Promotion is not capable of running as planned as a result of any (including, but not limited to) technical failures, unauthorised intervention, computer virus, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to South Australian regulations) to cancel, terminate, modify or suspend the Promotion, any affected entries and/or any draws related to the Promotion. The Promoter will not award the Prizes if the Promotion is terminated.
40. The Promoter accepts no responsibility for any issues or technical error of any communication network, or for any late, incomplete, incorrectly submitted, delayed, lost or misdirected entries due to any reason including, but not limited to, delays caused by the Promoter, its contractors or the New Customer in

relation to the connection of the Internet service at the New Customers premises, electronic messages not received by the Promoter due to technical disruptions or network congestion.

41. All decisions and actions of the Promoter relating to the Promotion and redemption of the Prizes are final. No discussions or correspondence with entrants or any other person will be entered into.

### **General**

42. **Publicity:** If requested by the Promoter, entrants and winners (and their guests, if applicable) must participate in all promotional activity including publicity and photography in connection with the Promotion, free of charge, and consent to the Promoter and its associated companies and agencies using their name and image in any promotional material in connection with the Promotion. The Promoter may publish the name of winners on their website and in customer newsletters. By entering this Promotion, each entrant requests that his or her full address not be published.
43. **Adam Rewards:** Where an existing Adam Internet EzyChoice Customer ("Existing Customer") refers a friend who is a new Adam Internet customer and that new customer becomes connected to an EzyChoice plan (excluding Fibre and AnyG) ("New Customer") then both the Existing Customer and New Customer will receive \$50 worth of Adam Rewards credited to their Adam Internet account. New Customer must enter the Existing Customer's Adam Internet email address at the time the New Customer signs up and these cannot be added after the completion of the sign up process. Credit will be applied to each of the New Customer and Existing Customer's accounts after the New Customer's Internet service is connected at their Premises. All New Customers who become connected to an EzyChoice plan will receive \$50 worth of Adam Rewards at the time their Internet service is connected at the New Customer's premises. Adam Rewards can only be used to offset the monthly plan costs. Adam Rewards balance expires upon cancellation of the Adam Internet account and cannot be redeemed for cash. For more information on Adam Rewards see <http://www.adam.com.au/rewards/>
44. **Release and Indemnity:** To the extent permitted by law, all entrants to the Promotion release from, and indemnify the Promoter and its related companies from and against all liability, cost, damage, loss, personal injury or expense arising out of or in connection with this Promotion or acceptance of any Prize including, but not limited to, loss of income, loss of opportunity, damage to property, whether direct, indirect, special, consequential and whether or not arising from any person's negligent act or omission, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
45. **Taxes:** Any tax payable as a result of winning a Prize or being awarded or received will be the responsibility of the winner. Independent financial advice should be sought.
46. **Leave From Employment for Participation:** Obtaining time off work and/or study or related activities to participate in the Promotion and/or a Prize will be the sole and absolute responsibility of each winner and their guests or Nominees.
47. **Failure to Enforce Terms and Conditions:** Failure by the Promoter to enforce or delay the enforcement of any of the Conditions of Entry does not prevent a later exercise of its rights. The Promoter is not liable for any loss caused by the enforcement or attempted enforcement, failure to enforce, or delay in enforcing the Conditions of Entry.
48. **Personal Information and Privacy:** The personal information supplied by entrants when entering this Promotion will be used by the Promoter in accordance with its Privacy Policy at [www.adam.com.au/privacy.php](http://www.adam.com.au/privacy.php). Please refer to the Privacy Policy by visiting the website for more information as entry in this Promotion is an agreement to be bound by that policy.
49. **Costs:** Any costs incurred by the entrants associated with entry into the Promotion including, but not limited to, accessing the Adam Internet website, telephone enquiries in relation to the Promotion are the sole responsibility of the entrant.