



“JUST NOVEMBER CAP” PROMOTION **TERMS AND CONDITIONS**

Switch to a JUST Prepaid Cap before 30 November 2008 & go into the draw to win 1 of 10 Nokia 2760 handsets

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents (excluding SA) who are JUST Mobile customers. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
3. To receive an automatic entry, JUST Mobile customers must recharge online with a JUST Mobile prepaid Cap by visiting <https://www.justmobile.com.au/recharge.php> during the promotional period.
4. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. Incomplete or indecipherable entries will be deemed invalid.
6. Only one (1) entry permitted per person.
7. Promotion commences on 01/11/2008. Entries close 11.59pm AEDST on 30/11/2008. The draw will take place at Anisimoff Legal, Suite 1, Level 1, 34 Chandos Street, St Leonards, NSW 2065 on **04/12/2008** at 12.00pm AEDST. Winners will be notified by mail and winners' names will be published on www.justmobile.com.au/competitions on **08/12/08**. The Promoter's decision is final and no correspondence will be entered into.
8. The first ten (10) valid entries drawn will each win a Nokia 2760 mobile phone valued at \$129
9. Mobile phone prizes are a handset only. Winners will be responsible for making all arrangements for connection with a service provider and payment of all associated connection, access and call charges. Mobile phones will be locked to the Vodafone network (which is compatible with JUST Mobile). To unlock the mobile phone, winners should contact Vodafone Data support on 1300 301 030 or at www.vodafone.com.au/unlock. Fees to unlock the mobile phone will apply.

10. If the winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
11. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
12. Maximum total prize pool value is \$1,290. Prizes are not transferable or exchangeable and cannot be taken as cash.
13. A draw for any unclaimed prizes may take place on 18/03/2009 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners' names will be published in www.justmobile.com.au/competitions on 20/03/08.
14. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
15. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
16. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
17. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
18. The Promoter is Comtel Corporation Ltd (ABN 30 000 386 685) of Level 10, 77 Pacific Highway, North Sydney, NSW 2060. Phone: 02 8910 2200.