

‘A Fair Ride For All’ Competition – Terms & Conditions

1. Individuals acknowledge that at the time of participating, some or all of the Prizes as detailed below may have already been won.
2. This competition (“Competition”) is conducted Virgin Mobile (Australia) Pty Ltd (ABN 67 092 726 442) of Level 8, 213 Miller Street, North Sydney, NSW 2060. Phone: 02 9028 0173.
3. Entry to the Competition constitutes acceptance of these Terms & Conditions. All entry instructions and prize information published by the Promoter form part of these Terms & Conditions.
4. The Competition is only open to “Eligible Entrants”. An Eligible Entrant is an individual who is a resident of Australia aged 16 years or older as at time of entry, excluding any:
 - a) employee of the Promoter or any of its related corporations or any of their agencies, printers, suppliers, providers or participating retailers who are associated with the Competition;
 - b) spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and
 - c) person who the Promoter has previously notified is not permitted to enter the Promoter’s competitions.
5. The Competition commences at 09:00 hrs Australian Eastern Daylight Time (AEDT) on 28 November 2011 and closes 15:00 hrs AEDT on 16 December 2011 (“Promotional Period”).
6. In order to enter and participate in the Competition, an Eligible Entrant must first sign up to become a member of Facebook. To become a member of Facebook the Eligible Entrant must visit www.facebook.com and in accordance with the Facebook’s directions, correctly sign up to the Facebook. A Social Network’s terms of use will apply to the Eligible Entrant’s social network membership. At the time of signing up, the Eligible Entrant will be required to create their own Facebook profile.
7. If an Eligible Entrant uses WAP and/or mobile Internet to participate in the Competition: the Eligible Entrant must be identified as having a clear relationship with the end mobile device and have the bill payer’s consent to use WAP or mobile Internet to participate in the Competition. Accessing mobile content including web-based content may incur data charges. An Eligible Entrant will need to refer to the terms of their carrier contracts for details and costs as costs vary from plan to plan. The charges for all data services will appear on the Eligible Entrant’s next mobile phone bill. All general queries relating to mobile bills should be directed to the Eligible Entrant’s mobile phone carrier.
8. Once the Eligible Entrant has signed up and created a Facebook profile, the Eligible Entrant will be required to visit <http://www.fairride.com.au> and follow the prompts to ‘Like’ at least one (1) bike during the Promotional Period.
9. During the Promotional Period, the Promoter will conduct Eighty-Five (85) challenges (“Challenges”), and offer Eligible Entrants the chance to win one of the total Eighty-Five (85) bicycles. (1) bicycle valued at up to \$1000.00 There will to a total of Eighty-Five (85) Prizes awarded in this Competition. The time, at which the Challenges will be conducted, during the Promotional Period, will be as notified to Eligible Entrants as determined by the Promoter in its absolute sole discretion. The aim of each Challenge is for the Eligible Entrant to be the first (1st) Eligible Entrant to locate the bicycle at the relevant location and unlock the chain with the code provided in the Facebook clue messages from that day in order to win the Prize.
10. During each Challenge, “Virgin Mobile Australia” may communicate clue messages with Eligible Entrants, via Facebook. The number of clue messages will be determined by the Promoter in its absolute sole discretion. In order to receive the clue messages of the bicycle’s location for a particular Challenge via Facebook, the Eligible Entrant must like at ‘Like’ at least one (1) bike of the total Eighty-Five (85
11. In order to win a bicycle for a particular Challenge, the Eligible Entrant must, within one hundred and eighty (180) minutes after the time at which the relevant “A Fair Ride For All” clue message is posted by “Virgin Mobile Australia”, be the first (1st) Eligible Entrant to:
 - a) Visit the relevant location detailed in the “A Fair Ride For All” location clue (“Location”);
 - b) Unlock the bicycle chain with the code provided by the “Virgin Mobile Australia” Facebook updates; and

- c) Be confirmed as eligible to be awarded a Prize by representatives of the Promoter.
12. Representatives of the Promoter will, prior to awarding a Prize, in their absolute sole discretion, determine whether an Eligible Entrant who unlocks the bicycle chain for the relevant Challenge is eligible, by:
 - a) confirming the Eligible Entrant only unlocked the bicycle after the 'A Fair Ride for All' "Virgin Mobile Australia" Clue message had gone out for that particular Challenge;
 - b) determining whether the Eligible Entrant has complied with these Terms & Conditions, including the Eligible Entrant's compliance with Clause 11; and
 - c) confirming that the Eligible Entrant agrees to the Promoter's promotional requirements as set out in Clause 14.
13. An Eligible Entrant who does not comply with the requirements of Clause 12 (a), (b) and (c) they will be deemed ineligible to win a Prize. If an Eligible Entrant is deemed ineligible to win a Prize, representatives of the Promoter will conduct the same process detailed above in Clause 12 with the next Eligible Entrant who completes the steps in Clause 11, to determine if that Eligible Entrant is eligible to be awarded a Prize.
14. In order to accept a Prize an Eligible Entrant agrees that Representatives of the Promoter can take their photograph and/or video, and that the Promoter may use their name, likeness, image and/or voice, including any photograph, film and/or recording of them or any part thereof, ("Content") in any media without geographical or time limitation, without further notice, reference or remuneration for the purpose of promoting this Competition, the Promoter and/or any of the Promoter's products. In order to accept a Prize, an Eligible Entrant agrees that all rights, title, and interest, including copyright, in the Content will become the property of the Promoter upon creation. The Eligible Entrant agrees that, in the event they are a winner, the Eligible Entrant will participate in all reasonable promoted activities in relation to the Competition as requested by the Promoter.
15. At all times while participating in the Competition, including during any Challenge, Eligible Entrants must not act in a way that the Promoter or its representatives reasonably determine is contrary to community standards, violent, or in a way that could cause injury or harm to other individuals or otherwise compromise the integrity of the Competition. Eligible Entrants who do not comply with this requirement, as determined by the Promoter or its representatives in their sole discretion, will be disqualified and will not be eligible to win a Prize.
16. If representatives of the Promoter confirm that an Eligible Entrant is eligible to receive a Prize, representatives of the Promoter will record the Eligible Entrant's details and hand over the Prize on the spot.
17. If no Eligible Entrant is able to make a valid claim for a Prize for a particular Challenge within the one hundred and eighty (180) minute period following the "A Fair Ride For All" final clue message, the Promoter reserves the right, in its sole discretion, to award the Prize for that particular Challenge in the next Challenge, if any, to previous Challenge winners or Eligible Entrants.
18. Total Prize pool value is up to \$79,575
19. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. It is a condition of accepting a Prize that a Prize winner must comply with all the conditions of use of a Prize and any Prize supplier requirements.
21. If for any reason the conduct or operation of the Competition is interfered with or disrupted in any way or cannot be conducted in accordance with how the Promoter originally intended, due to reasons beyond the reasonable control of the Promoter (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, dangerous conditions, computer bugs or viruses, tampering, technical failures, or any technical issues with any third party platform, including a Social Network and mobile communication platforms), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Competition, or invalidate any individual from participating in the Competition.
22. Without limiting any other provision within these Conditions, the Promoter may, in its absolute sole discretion, call off or alter any Challenge or revise the 'A Fair Ride For All' Location, at any stage, including after the Challenge has started, if the Promoter determines that it may be dangerous or injury could result from proceeding with the original Challenge.

23. The Promoter assumes no responsibility for: (i) any technical or electrical issues that may arise in connection with the Competition, including with any third party platform such as on Social Networks; (ii) any incorrect or incomplete information which may be communicated in the course of the administering this Competition; (iii) 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; (iv) any variation in Prize value to that stated in these conditions; (v) if the Competition is cancelled, terminated, modified or suspended; and (vi) any tax liability incurred by a winner or Eligible Entrant. Individuals should obtain independent tax and financial advice. The Promoter does not guarantee that a Social Network service will be available at all times during the Promotional Period or that the Eligible Entrant will be able to access or use a Social Network service during the Promotional Period, and the Promoter will not be held responsible in this regard. **CAUTION: ANY ATTEMPT TO CAUSE DAMAGE TO ANY WEBSITE OR THE INFORMATION ON ANY WEBSITE ASSOCIATED WITH THIS COMPETITION OR TO OTHERWISE UNDERMINE THE FAIR AND LEGITIMATE OPERATION OF THIS COMPETITION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. THE PROMOTER RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EVENT THAT ANY SUCH ATTEMPT IS MADE, WHETHER OR NOT THAT ATTEMPT RESULTS IN ANY SUCH DAMAGE, INTERFERENCE OR UNDERMINING.**
24. To the full extent permitted by law, the Promoter, its associated companies and agencies and all those entities' personnel (the "Relevant Parties") exclude all liability for any loss (including any damage, claim, injury, cost or expense) which is suffered or incurred by any Eligible Entrant in connection with the Competition or Prizes, including: (i) any indirect, economic or consequential loss; (ii) any loss arising from the negligence of a Relevant Party; (iii) any liability for personal injury or death. It is a condition of accepting a Prize in the "A Fair Ride For All" Competition that any winner signs a participation agreement in a form determined by the Promoter.
25. The Promoter reserves the right, at any stage, to verify the validity of Eligible Entrants (including name, age and place of residence) and disqualify any Eligible Entrant who does not participate in accordance with these conditions or tampers with the entry process. Errors or omission will be accepted in the Promoter's absolute discretion. Failure to enforce any rights of the Promoter at any stage does not constitute a waiver of those rights.
26. The Competition is in no way sponsored, endorsed or administered by Facebook or Twitter. Eligible Entrants understand that they are providing their information to the Promoter and not to Facebook. Any questions, comments or complaints about this Competition must be directed to the Promoter and not to Facebook or Twitter.