

NETBALL HQ 191 Johnston Street, Fitzroy VIC 3065

T (+61) 3 8621 8629 F (+61) 3 8621 8625 confidentgirls.com.au ABN 62 614 643 882

# The Confident Girls Competition – Describe in 50 words or less, what netball means to you and your community.

# **Competition Terms and Conditions**

#### General

- 1. The Competition is a game of skill. Chance does not form a part of selecting the winner.
- 2. The promoter is Confident Girls Foundation (CGF) ABN 62 614 643 882 of 191 Johnston St, Fitzroy VIC 3065.

#### **Eligibility to enter**

- 3. Entry into this competition is free and is open to all Australian residents aged 10 years and over.
- 4. CGF or Netball Australia (NA) employees, their immediate families, and all agencies associated with this Promotion, are ineligible to enter, claim or redeem prizes.

## Entering

- 5. Information on how to enter and the prize(s) form part of the competition terms and conditions.
- 6. By entering the competition, entrants accept the competition terms and conditions.
- 7. The Promotion commences at 2:00pm (AEDT) on 5<sup>th</sup> June 2020 and concludes at 5:00pm (AEDT) on 15<sup>th</sup> June 2020 after which no further entries will be considered.
- 8. To enter, participants must:
  - a. Be 10 years or older
  - b. Entrants under 18 years old must have their parent's/guardian's permission to accept the prize and agree to redeem the prize with an 18+ parent/guardian.
  - c. Have followed the Confident Girls Foundation on Instagram, Twitter or Facebook.
  - d. Complete the entry form by submitting their name, email address, state and answering the question 'describe what netball means to you and your community'.
- 9. Individuals may only enter once. Multiple entries are permitted for each netball team entering, if submitted by separate individuals.
- 10. The use of any automated entry software or any other means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 11. The promoter accepts no responsibility for incomplete, late or misdirected entries due to technical disruptions, network congestion or for any other reason.
- 12. All entries become the property of the promoter. By entering the competition entrants grant a non-exclusive, royalty-free, perpetual, worldwide, irrevocable licence to the promoter for the use, reproduction, modification, adaption, publishing and display of their entry for an unlimited period and without remuneration for the promoter's promotional and business purposes.
- 13. In the case of intervention of some outside act, agent or event which prevents or significantly hinders the promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, the promoter may in its absolute discretion disqualify an entrant, cancel the competition entirely or recommence it on similar conditions at a later date.







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#### **Selecting winners**

- 14. Entries will be judged by a panel of the promoter's representatives. Entries will be assessed based on their individuality, creativity and their ability to answer the whole question.
- 15. There will be four winning entries.
- 16. The promoter will determine the winners on 17<sup>th</sup> June 2020 at the Promoter's office at 191 Johnston Street, Fitzroy, Victoria by judging the best answers based on their individuality, creativity and ability to answer the whole question.
- 17. The promoter's decision is final and the promoter reserves the right to verify the validity of entries, entrant and voting.
- 18. Winners will be announced on the week commencing 22<sup>nd</sup> June 2020 by contacting the winners by email and posting the winners' names, photo, and suburb of practice on the CGF website and Facebook page.

#### **Awarding Prizes**

- 19. One prize will be awarded to each of the four winning entries.
- 20. Each prize consists of a 30-minute zoom Q&A with one Confident Girls Foundation ambassador as selected by the Promoter (valued at approximately \$200). The current ambassadors are Courtney Bruce, Sam Poolman, Caitlin Thwaites and Laura Scherian. The total prize pool is valued at approximately \$800.
- 21. The 30-minute zoom Q&A can be attended by 10 players from the one netball team, and one managing positions i.e. a coach.
  - a. A moderator from either the CGF or NA will be present on the call.
- 22. Any ancillary costs incurred in connection with redeeming or enjoying a prize, (such as costs associated with accommodation, food and transfers) are not included in the prize, nor covered by the promoter.
- 23. The winner must confirm acceptance of the prize within 2 days after being selected as the winner. If the winner does not accept the prize within 2 days after being selected as the winner, the promoter may forfeit the prize.
- 24. Uncollected prizes will be awarded to the next best entrant.
- 25. In consideration of the promoter awarding the prize to the winner, the winner:
  - a. Consents to the promoter using his or her name, likeness, image, voice and entry in any marketing and promotion of the competition, the promoter or the promoter's organisation:
  - b. Consents to the promoter using the information contained in the entry to improve the promoter's products and services without further payment for its use:
  - c. Agrees that the prize cannot be taken as cash and is not exchangeable or transferable.
- 26. Prize values are approximate, and CGF accepts no responsibility for any variation in prize value. If the prize is unavailable, the promoter may substitute the prize with a substitute prize, provided that the substitute is o the same or similar value or specification as the prize.
- 27. As a condition of winning, the winners may be required by the promoter to sign any legal documentation as determined by the promoter in its absolute discretion as a condition of acceptance of their prize, including but not limited to a legal release and indemnity form.

#### Warranties

28. Entrants warrant that:

a. if the promotion is being conducted on social media, the Entrant has the right to use the social media account from which they are submitting their entry;

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All Australian girls have the opportunity to become Confident Women!

To provide opportunities for vulnerable Australian girls to thrive through netball



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- b. the entry is the Entrant's original work and the Entrant has the right to deal with it in connection with the promotion;
- c. the Entrant has obtained relevant consents and permissions from any individual featured in the entry in relation to the use of their image or personal information in connection with this promotion; and
- d. the entry does not infringe the intellectual property rights or moral rights of any third party.

## Liability

- 29. The promoter is not liable for any loss, expense, damage liability incurred or suffered by entrants and winners in connection with the competition including:
  - a. Any late, altered, lost, damaged or misdirected entries or prize acceptance, including delays due to technical disruptions or network congestion;
  - b. Any incorrect or inaccurate information caused by equipment or programming associated with or utilised in the competition;
  - c. Any technical error, including any omission, interruption, deletion, defect or delay in operation or transmission or communication line or network failure;
  - d. Any destruction, unauthorised access to or alteration of entries; and
  - e. Any use of the prize or any tax liability incurred by the winner as a result of accepting the prize.
- 30. Entrants indemnify the promoter against any loss, expense, damage liability incurred or suffered for any breach of these terms and conditions.
- 31. Behaviour during the call should be appropriate and respectful of all individuals involved.
- 32. The promoter reserves the right to terminate the call if inappropriate behaviour is displayed, this includes abuse, swearing, threats or distressing behaviour.
- 33. Nothing in paragraph 28 is intended to limit entrants' or winners' rights under the Australian Consumer Law 2010.

# **Personal Information**

- 34. The promoter collects personal information about entrants in order to run the competition and to comply with legal requirements about running this competition.
- 35. By entering the competition, each entrant consents to the promoter using their personal information for future marketing and promotional purposes and for any other purposes described in these terms and conditions.
- 36. The promoter collects and uses entrants' personal information in accordance with its Privacy Policy (available at <a href="https://confidentgirlsfoundation.com.au/privacy-policy/">https://confidentgirlsfoundation.com.au/privacy-policy/</a>). The Privacy Policy contains information about how entrants may opt out of these activities, how they may access, update or correct their personal information, and how CGF deals with complaints.