

Win a TreeTop Challenge Adventure for you and your NetFest team!

Promotion Terms and Conditions

General

1. The promotion is a game of chance.
2. The promoter is Netball Australia Limited (NA) ABN 66 003 142 818 of 191 Johnston St, Fitzroy VIC 3065.

Eligibility to enter

3. Entry into this promotion is based on registering for Early Bird NetFest ticketing and is open to Australian residents aged 18 years and over.
4. The promoter's 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 these terms and conditions.
6. By entering the promotion, entrants accept these terms and conditions.
7. The Promotion commences at 9AM (AEST) on 27 August 2020 and concludes at 5PM (AEST) on 30 September 2020 after which no further entries will be considered.
8. To enter, participants must:
 - a. Be 18 years or older
 - b. Complete and purchase NetFest registration by completing the online NetFest registration form by submitting their name and email address.
9. Entrants may only enter once and on behalf of their team.
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 promotion 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 promotion 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 promotion entirely or recommence it on similar conditions at a later date.

Selecting winners

14. There will be 1 winning entry.
15. Where this is a **game of chance**, the promoter will use a random generator to select a winning team. The method of the draw will allow each entry a random and equal chance of being drawn.
16. The promoter will determine the winners on Friday, 2 October 2020 at the promoter's office at 191 Johnston Street, Fitzroy Victoria 3065 or at the remote working location of a representative of the promoter.
17. The promoter's decision is final and the promoter reserves the right to verify the validity of entries, entrant and voting. No correspondence or discussions will be entered into about the winner or individual entries.
18. Winners will be announced within one week of drawing or judging by contacting the winners by email and posting the winners' name, and suburb on the promoter's website and Facebook page.

Awarding Prizes

19. One prize will be awarded to the winning Early Bird registration team.

20. The prize consists of 10 adult adventure park passes valued at approximately \$60 per ticket. The total prize pool is valued at approximately \$600.
21. 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.
22. The winner must confirm acceptance of the prize within one week after being selected as the winner. If the winner does not accept the prize within one week after being selected as the winner, the promoter may forfeit the prize.
23. 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 promotion, the promoter or the promoter's organisation;
 - b. Consents to the promoter using the information contained in the entry to improve the promoters 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.
24. 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.
25. The prize must be taken within 12 months from the award date on travel dates negotiated with the Promoter or through a travel agent selected by the Promoter, provided that blackout periods may apply including all public holidays
26. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Each prize is not transferable to another person or exchangeable for other goods and services and cannot be redeemed for cash. Any element of a prize that is unused will be forfeited.
27. The promoter does not guarantee the availability of prizes advertised through this website or associated newsletter emails. In the event that any component of a prize is unavailable for any reason, subject to relevant State and Territory legislation, the promoter reserves the right to substitute that prize component with another prize or component of equal or higher value and the winner will be notified accordingly.
28. The promoter accepts no responsibility for any variation in the prize values. The prize values are stated in Australian dollars as at the time of publication of the competition. The promoter accepts no responsibility for any tax implications that may arise from the prize winnings and all entrants are responsible for their own financial situation as a result of any prize or winnings. Your own independent financial advice should be sought.
29. The promoter reserves the right to vary the rules of any competition, promotion or any prizes offered or cancel any competition if the promoter is no longer able to run the competition due to reasons beyond its control, or if NetFest is cancelled for any reason, subject to State or Territory legislation. The promoter will not be liable for any losses to any party arising from any variation or cancellation.

Warranties

30. 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;
 - 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

31. The promoter is not liable for any loss, expense, damage liability incurred or suffered by entrants and winners in connection with the promotion 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 promotion;
 - 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.
32. Entrants indemnify the promoter against any loss, expense, damage liability incurred or suffered for any breach of these terms and conditions.
33. Nothing in this section 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 promotion and to comply with legal requirements about running this promotion.
35. By entering the promotion, 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 [<https://netball.com.au/privacy-policy>]). 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 the promoter deals with complaints.