NETBALL AUSTRALIA

Schedule for the Participation Survey 2023 Promotion

Promotion Name	Participation Survey 2023 Promotion			
Promoter	Netball Australia ABN 66 003 142 818 of 191 Johnston Street, Fitzroy, VIC 3065			
Permit Numbers	NA			
Promotion Period	The Promotion starts at 12:00am (AEST) on 4 September 2022.			
	The Promotion closes at 11:59pm (AEST) on 12 October 2022.			
	No entries will be accepted a			
Relevant State(s)	VIC, NSW, ACT, TAS, QLD, SA, WA, NT			
Entry Restrictions	Entry is open to residents of the Promotion (Eligible Entr	ler at the commencement of		
	Eligible Entrants under 18 years of age must have the consent of their parent or guardian in order to enter. By entering this Promotion, Eligible Entrants confirm that they have consent, and the Promoter reserves the right to verify this.			
Verification Requirements	Eligible Entrants must have completed the Entry Procedure in full.			
Entry Procedure	 To enter, Eligible Entrants must, during the Promotion Period: 1. Complete the Participation Survey 2. Provide accurate name, and contact details via survey Entrants may only enter once. 			
		5.		
Maximum Number of Entries	One entry per person			
Draw Details	Date: 21 September 2023 Location & Time:			
	21 September 2023	Netball HQ	2PM	
	Draw Method: Random electronic selection			
Prize Details	20 x \$50 Eftpos Gift card			
	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.			
Total Prize Pool	Up to \$1000			
Prize Restrictions/Exclusions (if any)	If a winner is under 16 years of age, they must be accompanied by a parent or legal guardian when redeeming the prize.			
Notification and Publication of Winners	Winning entrants will be notified by email or posting the winners' names, entry, and suburb on the Promoter's website and/or social media pages.			

Prize Claim Date	Within 7 days of the Draw.	
Additional Terms	In the event that the Promotion is abandoned, called off, cancelled or postponed for a reason, you will not be able to participate in the Promotion and no prizes will be awarded. Netball Australia - Event Terms and Conditions, Venue Entry will apply (<u>Conditions of Entry – Netball Australia</u>)	

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Terms and Conditions of Participation Survey 2023 Promotion

First up

- 1. These terms and the Schedule form the Conditions of Entry for this Promotion, and set out all of the information you need to know regarding this Promotion. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there's any inconsistency between these terms and the Schedule, then what's in the Schedule is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
- 2. The promoter is Netball Australia (ABN 66 003 142 818) of 191 Johnston Street, Fitzroy, VIC 3065 ('*Promoter', 'we', 'us'*).
- 3. Any updates to these Conditions of Entry will be subject to regulatory approval, and will be published on our website <u>https://www.netball.com.au/promotions</u> so it's important to check these Conditions of Entry regularly.

Who can enter ... and who can't

4. The eligibility requirements for this Promotion are set out in the Entry Restrictions. Directors, managers, employees, officers, agents and contractors of the Promoter, and their immediate families (ie spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to enter.

How to enter

- 5. To enter, you must follow the Entry Procedure.
- 6. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
- 7. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of Entry or if, in our reasonable opinion, you tamper or interfere with an entry mechanism in any way.
- 8. If the Promotion cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Promotion (subject to regulatory approval). If that happens, we'll select a winner from eligible entries received at the time.
- 9. All decisions made by us regarding any aspect of the Promotion are final, and no correspondence will be entered into.

Prizes

- 10. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Restrictions/Exclusions. Prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).
- 11. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (in our discretion), subject to regulatory approval.

How winners are chosen and notified

12. Draw Details are set out in the Schedule. We will notify winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Schedule.

How to claim prizes

- 13. Prizes will be posted using the address information provided on the entry form, unless the winner provides an alternative address at the time they are notified as being a winner. If prizes are not suitable for posting, we will determine the best delivery method. Prize winners should allow up to four weeks for delivery. We accept no responsibility for any lost or misdirected mail, or any damage to prizes caused in transit.
- 14. If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed by the Prize Claim Date, we will conduct an Unclaimed Prize Draw (subject to any directions given by relevant gaming authorities).

- 15. We will notify winners of any Unclaimed Prize Draw, and publish their names, in accordance with the Unclaimed Prize Draw details specified in the Schedule.
- 16. At our request, prize winners (and their companion(s), if applicable) must sign (or ensure that their parent/guardian signs) an indemnity and exclusion of liability form provided by us. If a winner (or their parent/guardian) does not sign that form within the time specified by us, they will not be able to participate and that winner's entry or prize claim will be declared invalid. If a winner's entry is declared invalid prior to the Prize Claim Date, we may select a new winner in accordance with the Unclaimed Prize Draw.
- 17. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.

Promoter's use of entries and personal information

- 18. On submission, entries become the property of the Promoter. By entering this Promotion, you consent to us using your entry in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us.
- 19. By participating in this Promotion, you understand and agree that Netball Australia and the Member Organisations, including the Suncorp Super Netball Teams (together the "Australian Netball Organisations") may use and disclose the personal information provided by you for the purpose of conducting the Promotion and for any of the purposes set out in Netball Australia's Privacy Policy (available at Privacy policy Netball Australia or by emailing infonet@netball.com.au), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how the Australian Netball Organisations will deal with that complaint. Australian Netball Organisations may also disclose your personal information to other parties, including to the Australian Netball Organisations third party service providers. You can request to access, update or correct any personal information we hold about you by writing to the Australian Netball Organisations as detailed in the Privacy Policy.
- 20. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.

General stuff (boring but important)

- 21. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
- 22. You acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).
- 23. You will be responsible for any tax liability associated with a prize.
- 24. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Promotion. We accept no responsibility for any tax liabilities that may arise from winning a prize.
- 25. We are not responsible for use of a prize which results in:
 - (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by the our breach of these Conditions of Entry or by our negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;

- (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
- (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.
- 26. These Conditions of Entry are governed by the laws of Victoria.