

## NBL PREDICT THE 12 GAMES OF CHRISTMAS PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter, and the prize form part of these Terms and Conditions.
2. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. The Promoter is National Basketball League (ABN 65 164 187 937) of Level 6, 10 Queens Road, Melbourne VIC 3004 (**Promoter**).
4. If you are an Eligible Person and satisfy all Entry Requirements then subject to these Terms and Conditions, you will be entered into the competition (**Promotion**).
5. Entries into the Promotion open at **9:00am (AEDT) on 19/12/22 and close at 7.30pm (AEDT) on 22/12/22 (Entry Period)** and the Promotion will run until **7.30pm (AEDT) on 01/01/2023 (Promotional Period)**.

### Eligibility and Entry

6. Entry to the Promotion is only open to individuals who (**Eligible Person**):
  - a. are permanent Australian and New Zealand Residents aged 16 years or older, excluding employees (and their Immediate Families) of the Promoter and agencies associated with this promotion (and their Immediate Families). All entrants must read and consent to these Terms and Conditions as a condition of entry into the promotion. For the purposes of these Terms & Conditions, "Australian Resident" means a person who resides in Australia at the start of the Entry Period and who holds Australian citizenship or holds an Australian permanent residency visa. Similarly, a "New Zealand Resident" means a person who resides in New Zealand at the start of the Entry Period and who holds New Zealand citizenship or holds an New Zealand permanent residency visa. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin; and
  - b. during the Entry Period, enter into the Promotion by visiting the competition link, following the prompts to the entry page, and inputting the requested details (including name & email address).

(collectively, "**Entry Requirements**").

### Eligible Applications

7. Multiple entries are not permitted. Entrants can only enter in their own name. When an Eligible Person satisfies the Entry Requirement in paragraph 4 above, that Eligible Person will be entered into the Promotion. For the avoidance of doubt, the maximum number of entries for each Eligible Person who has satisfied the Entry Requirements during the Entry Period is one (1) entry into the Promotion per Eligible Person.
8. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the Promotion is prohibited and may render all entries submitted by that individual invalid.

### Competition Prize

9. The prize is valued at AU\$450 (inclusive of GST) (as at December 2022).
10. The Promotion will consist of one (1) winner, who will win one (1) signed NBL jersey for a team of their choice, subject to availability. In the case that the winner's requested signed

NBL team jersey is not available, a jersey will be randomly allocated to the winner in the NBL's sole discretion.

11. The winner will be the Eligible Person with the most correct competition tips across the 12 NBL games that take place during the Promotional Period, that being: Tasmania JackJumpers v Illawarra Hawks, Thursday 22 December, 7:30pm AEDT; Melbourne United v Cairns Taipans, Friday 23 December, 7:30pm AEDT; Adelaide 36ers v S.E. Melbourne Phoenix, Saturday 24 December, 5:30pm AEDT; Sydney Kings v Melbourne United, Sunday, 25 December, 6:30pm AEDT; Tasmania JackJumpers v New Zealand Breakers, Monday 26 December, 7:30pm AEDT; Brisbane Bullets v Perth Wildcats, Tuesday 27 December
12. , 7:30pm AEDT; Adelaide 36ers v Brisbane Bullets, Thursday 29 December, 7:30pm AEDT; Sydney Kings v Tasmania JackJumpers; Friday 30 December, 7:30pm AEDT; Illawarra Hawks v Perth Wildcats, Saturday 31 December, 5:30pm AEDT; Cairns Taipans v Adelaide 36ers, Saturday 31 December, 8pm AEDT; Tasmania JackJumpers v S.E. Melbourne Phoenix, Sunday 1 January, 2pm AEDT; Brisbane Bullets v Melbourne United, Sunday 1 January, 4pm AEDT. In the event of a tie, the Eligible Person with the most accurate margin of victory prediction across the 12 games will be deemed the winner. In the event that this is a tie, the Eligible Person who signed up to the Promotion first will be named the winner.
13. Following the Promotional Period, the winner will be determined by the Promoter, based on each Eligible Entrants' results of the tipping competition.
14. The prize will be delivered to the winner by courier or post when the relevant jersey has been manufactured and is available. The prize cannot be redeemed for cash and is not transferrable.
15. Entrants under 18 years old must have parental or guardian approval to enter and further, the parent or guardian of the entrant must read and consent to these Terms and Conditions. Parents or guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
16. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
17. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. All taxes which may be payable as a consequence of receiving the prize are the sole responsibility of the winner. Any additional costs involved are at the winner's expense. Independent financial advice should be sought.
18. The prizes are not exchangeable or transferable for cash and all travel expenses including and not limited to flights, accommodation, and other expenses to redeem the prize will be borne by the winners.
19. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any requirements of a relevant regulatory authority.
20. If the prize (or part of the prize) is unavailable for reasons outside the Promoter's reasonable control, the Promoter, after having made reasonable attempts to reach agreement with the winner, but otherwise in its discretion, reserve the right to substitute the prize (or that part of the prize) with a prize of the equal or greater value and/or specification, subject to any written directions from a regulatory authority.
21. Any costs associated with redeeming the prize is not included.
22. The Promoter's decision is final, and no correspondence will be entered into.
23. The Promoter reserves the right, at any time, to verify the validity of entries and entrants and / or the winner's nominated parent or guardian (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions,

tampered with the entry process or engaged in any unlawful or other improper misconduct, calculated to jeopardise fair and proper conduct of the promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

24. Incomplete or indecipherable entries will be deemed invalid.
25. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

## General

26. The Promoter assumes no responsibility for any failure to receive an entry in the Promotion or for inaccurate information by any person or for any loss, damage, or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify the Promotion.
27. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings, and images (**Content**). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
28. As a condition of entering this promotion, each entrant licenses and grants the Promoter and the Promoter's affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
29. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for a reasonable period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter in connection with the promotion.
30. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
32. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("Non-Excludable Guarantees"). Except for

any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude 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.

33. Except or any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and 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:
- 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. taking of the prize/attendance at any prize event.
34. **The Promoter collects personal information (PI) in order to conduct the promotion and may, for this purpose, disclose such PI to the other third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian and New Zealand regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in their Privacy Policy <https://nbl.com.au/pages/privacy-policy> In addition to any use that may be outlined in the Privacy Policy identified above, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policies also contain information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Subject to all relevant laws, the Promoter may disclose entrant's PI to any entity outside of Australia or New Zealand in accordance with their respective Privacy Policies.**
35. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Melbourne, Victoria Australia.