

# **Terms and Conditions for 21-22 Sydney Kings Membership 'Win Your Fees Back' Competition**

**By entering into the Competition, you are agreeing to the following terms and conditions:**

## **Competition Period:**

The Competition commences at 09:00am (AEST) on Friday 6<sup>th</sup> August 2021 and closes at 11:59pm (AEST) on Friday 20<sup>th</sup> August 2021 ("the Competition Period").

If for any reason the Competition is not capable of running as planned due to any reason beyond Sydney Kings control, it reserves the right (subject to any applicable law), in its sole discretion, to cancel the Competition.

## **Eligibility**

Subject to the below, entry into the Competition is open to all 2021-22 members who purchase a 2021-22 membership during and prior to the designated competition period from 15 July 2021. For the sake of clarity this includes members who have renewed their memberships between 15 July and 20<sup>th</sup> August 2021.

Entry is not open to employees and immediate family members of employees of the Sydney Kings.

## **Entry**

Incomplete, indecipherable or illegible entries, and those that are considered unlawful, harassing, defamatory, abusive, threatening, obscene, sexually orientated, racially offensive or contain objectionable content or are otherwise inappropriate ("Invalid Entries"), will be deemed invalid and will be rejected. The determinations in this regard are at Sydney Kings absolute discretion and discussions will not be entered into.

Sydney Kings reserves the right to verify the validity of all entrants and entries, and further reserves the right to disqualify any entrant for submitting an entry that is not, in Sydney Kings absolute discretion, in accordance with these Terms and Conditions.

Sydney Kings are not responsible for any lost, late or misdirected entries.

As a condition of entering into this Competition, each entrant agrees to participate and cooperate as required in all editorial activities relating to the Competition (including but not limited to, being photographed and interviewed) and grants to Sydney Kings a perpetual, irrevocable, royalty-free licence to use such footage and photographs and their entry in any media (including, but not limited to, banners, signage, posters, television, magazine, internet, MMS, DVD or other digital or print formats) for an unlimited time for any reason.

## **Winning**

The judging of the Competition will take place prior to 5:00pm. There will be one (1) winner in total, chosen at random. The selection of these winners may happen any time prior to the date and time listed above.

The winner will be selected via a random draw.

1 entry per 1 membership purchased up until 11.59pm Friday 20<sup>th</sup> August.

The random draw will be performed by the Sydney Kings membership team.

The winner will be:

Contacted by phone call, text message and/or email before 5pm 27<sup>th</sup> August 2021, at which point details on retrieving the prize will be given.

## **Prizes**

The one (1) winner will receive a refund of the total cost of the individual winner's membership.

For the sake of clarity, if the winner is a part of a family or group membership then that family or group amount will be refunded.

Any additional costs incurred in claiming and redeeming the Prizes (including, but not limited to travel, food and accommodation costs) are the sole responsibility of the winners.

The Prize is not redeemable for cash and is not transferrable or exchangeable.

The winner may be required to present photo identification when they collect their Prize.

As a condition of accepting the Prize, the winner may be required to sign any legal documentation as and in the form required by Sydney Kings in its absolute discretion, including, but not limited to, a legal release and indemnity form.

The prize winner will be subject to and must abide by the terms and conditions of any third parties, including but not limited to the venues the winner will attend. Any breach of such terms and conditions may affect the ability to receive benefits of the prize. In that case, such benefits will be forfeited.

The winning entry is non-transferable or refundable or redeemable for cash. In receiving the prize, the winner agrees to participate and co-operate as required in footage relating to the Promotion, including but not limited to being interviewed and photographed.

The winner may be de-identified by using first name only and the winner will have access to the footage upon request. The winner grant the Promoters a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any compensation whatsoever for such use.

## **Liability**

The Sydney Kings is not liable for any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, in connection with the arrangement for supply of the goods or services to the prize winner or their guests. This clause does not affect, and is not intended to affect, any rights a consumer might have, which are not able to be excluded under applicable Australian consumer protection laws.

If for any reason, this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoters, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoters reserve the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the competition subject to any written directions given under State Legislation.

### **Privacy**

The Sydney Kings respects your private information. All entries remain the property of the Sydney Kings. Information obtained specifically for this Competition, will only be used for the administration of this competition. The Entrants details will be handled in accordance with the NBL's privacy policy found at <http://nbl.com.au/pages/privacy-policy>