

**THANKS TO OUR SPONSOR REEBOK, WIN A CHANCE TO MEET SHAQ
TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is National Basketball League (ABN 65 164 187 937) of Level 6, 10 Queens Road, Melbourne VIC 3004 and Brand Collective Pty Ltd (ACN 098 742 628) of Level 1, Building 8, 658 Church Street, Richmond, VIC, 3121 (collectively the “**Promoters**”). The Promoters have the consent of:
 - a. Adelaide Basketball Pty Ltd (ABN 71 605 955 431) of 118 Port Rd, Hindmarsh, SA, 5007 (**Adelaide 36ers**);
 - b. Brisbane Bullets Basketball Club Pty Ltd (ABN 66 608 193 497) of 4/50 Borthwick Avenue, Murarrie, QLD, 4172 (**Brisbane Bullets**);
 - c. Taipans Basketball Incorporated (ABN 51 582 744 348) of 127 Anderson St, Cairns, QLD, 4870 (**Cairns Taipans**);
 - d. Illawarra Hawks Pty Ltd (ABN 43 605 085 354) of PO Box 7083 Gwynneville, NSW, 2500 (**Illawarra Hawks**);
 - e. Tasmania Basketball Pty Ltd (ACN 642 087 849) of Tenancy 2 Lower Ground Floor, 199 Macquarie Street Hobart 7000 (**JackJumpers**);
 - f. Melbourne United Basketball Club Pty Ltd (ABN 42 158 938 624) of MSCA, 30 Aughtie Drive, Albert Park, VIC, 3206 (**Melbourne United**);
 - g. NZ Breakers Basketball Limited (ABN 85 018 988 011) of Level 3 Sentinel House, 586 Victoria Street, Hamilton, 3204, New Zealand (**NZ Breakers**);
 - h. Wildcats 2000 Pty Ltd (ABN 84 088 866 139) of 201 Underwood Avenue, Floreat, WA 6014 (**Wildcats**);
 - i. South East Melbourne Phoenix (ABN 59 646 069 941) of 5 Lakeview Drive, Scoresby, VIC, 3179 (**SE Melbourne**); and
 - j. Kings Basketball Pty Ltd (ABN 42 142 783 962) of Heritage Building B, 1 Herb Elliot Ave, Sydney Olympic Park, NSW 2127 (**Kings**),
to promote their respective businesses, (together the “**Businesses**”).
3. If you are an Eligible Person and satisfy all Entry Requirements then subject to these Terms and Conditions, you will be entered into the prize draw to win a prize (**Promotion**).
4. Entries into the Promotion open at **9:00am (AEDT) on Friday 11th November 2022, and close at 12pm (AEDT) on Monday 30th January 2023 (Promotional Period)**.

Eligibility and Entry

5. Entry to the Promotion is only open:
 - a. to permanent Australian Residents aged 18 years or older, excluding:
 - (i) employees (and their immediate families) of the Promoters; and
 - (ii) agencies associated with this Promotion (**Eligible Person**).
 - b. 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 and Conditions, “Australian Resident” means a person who resides in Australia at the start of the

Promotion Period and who holds Australian citizenship or holds an Australian 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.

- c. During the Promotional Period, enter the Promotion by visiting <https://nbl.com.au/shaq>, and follow the prompts to the promotion entry page, input the requested details (including confirming the entrant's availability to attend the meet and greet with Shaquille O'Neal in the USA (as described in these Terms and Conditions), full name, email address, telephone number and post code).
 - d. To participate in the meet and greet, as described below, the Promoters will use best endeavours to give the winners not less than 7 days' notice of the date and location of the meet and greet with Shaquille O'Neal. It is anticipated that the meet and greet will occur between February 2023 and February 2024.

(collectively, **Entry Requirements**).
6. If the winner is unable to attend the meet and greet with Shaquille O'Neal, the winner must at the winner's earliest opportunity advise the Promoters in writing and the winner will forfeit the Prize Pool. The Promoters will provide a consolation prize, the value of such consolation prize will be \$9,999 cash.

Eligible Applications

7. Subject to paragraph 8, multiple entries into the Promotion are not permitted. Entrants can only enter in their own name. When an Eligible Person satisfies the Entry Requirement in paragraph 5 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 Promotional Period is one (1) entry into the Promotion per Eligible Person.
8. Additional bonus entries can be earned by an Eligible Person who successfully does any of the following after following the prompts on the landing page after submitting your entry:
 - a. Download the official NBL mobile app (only one (1) additional entry allowed); or
 - b. Visit the official NBL Instagram at <https://www.instagram.com/nbl/> (only one (1) additional entry allowed); or
 - c. Visit the official NBL Facebook Page at <https://www.facebook.com/TheNBL> (only one (1) additional entry allowed); or
 - d. Visit the official Reebok Website at <https://reebok.com.au/> (only one (1) additional entry allowed);
 - e. Find out how to watch NBL at <https://nbl.com.au/> or
 - f. referring a friend to enter the Promotion using the referral link that appears on the landing page after submitting the entry. A successful referral applies when the referral enters the Promotion by entering the required details and otherwise complies with these Terms and Conditions. Each successful referral is worth one additional entry.

9. 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.

Prize Draw

10. There will be one (1) draw with one (1) winner drawn.
11. The total prize pool is valued up to a maximum of AU\$9,999 (incl. GST)
12. The winner will win a trip for two (2) people (the winner and a companion) to the USA which includes:
 - i. two (2) return economy flights from the winner's nearest Australian capital city;
 - ii. Four (4) nights twin share at a 4-star hotel;
 - iii. AU\$1,000 spending money (to be awarded via EFT to the winner's nominated bank account); and
 - iv. a meet and greet with Shaquille O'Neal in the USA.

The time, location and duration of the trip and the meet and greet, and the choice of airline and hotel, will be decided in the sole discretion of the Promoters.

(collectively, the "Prize Pool")

13. The winner must be available to attend the meet and greet with Shaquille O'Neal during the window as set out in 5(d).
14. The following is not included in the Prize Pool:
 - a. transfers;
 - b. meals;
 - c. taxes including any tax liability incurred by the winner or entrant;
 - d. insurance (excluding airline and airport taxes);
 - e. passports;
 - f. visas;
 - g. vaccinations;
 - h. transport to and from departure point;
 - i. transfers;
 - j. items of a personal nature;
 - k. in-room charges; and
 - l. all other ancillary costs.
15. The winner and his/her companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. The Prize Pool is subject to the standard terms and conditions of each individual prize and the relevant service providers. If applicable, the winner may be required to present their credit card at time of accommodation check in.
16. As a precondition of being eligible to accept the Prize Pool, the winner and their companion must (if requested by the Promoter):
 - a. sign all reasonably required legal documentation in the form required by the Promoter in their absolute discretion, including, but not limited to, a media consent form, legal release and indemnity form; and

- b. take out travel insurance to the Promoter's satisfaction at their own expense (which may include comprehensive travel insurance covering property loss and damage and full medical cover). The winner and their companion must provide evidence of valid travel insurance to the Promoter in order to receive the Prize Pool.
17. As a precondition of being able to participate in the Promotion and without limiting any paragraph of these Terms and Conditions, the winner and their companion must consent to the Promoter recording their image and/or voice, photograph or capture their likeness in any media and grant an irrevocable licence to use those recordings in any way which the Promoter may use in any manner it wishes including to distribute, broadcast use either nationally or globally without remuneration. This includes granting the right to edit such media, the right to use the media along or together with other information and the rights to allow other parties to use and / or disseminate the media.
18. The Prize Pool is not exchangeable or transferable for cash or in any other way.
19. Eligible Persons are not required to be present at the draw. The Promoter accepts no responsibility for any tax implications that may arise from the Prize Pool. All taxes which may be payable as a consequence of receiving the Prize Pool are the sole responsibility of the winner. Any additional costs involved are at the winner's expense. Independent financial advice should be sought.
20. The draw will be conducted by Anisimoff Legal, an independent third party, located at Suite 5, Erina Plaza, 210 The Central Coast Highway, Erina NSW 2250 at 10:00am AEDT on Tuesday 31st January 2023. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn or the winner is unable to attend the meet and greet with Shaquille O'Neal. In the event of war, terrorism, pandemic, 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.
21. If the Prize Pool (or part of the Prize Pool) is unavailable for any reason including, but not limited to, due to COVID-19, the Promoter, reserves the right to award the winner with an equivalent prize at the Promoter's sole discretion, subject to any written directions from a regulatory authority.
22. Any costs associated with redeeming any part of the Prize Pool are not included.
23. The Promoter's decision is final, and no correspondence will be entered into.
24. The winner will be notified in writing via the contact details supplied by the Eligible Person when they enter the Promotion on <https://nbl.com.au/shaq>. The winner will be notified within two (2) working days after the winner is drawn and the winner's name will be published on <https://nbl.com.au/competitions> and, if applicable in an applicable newspaper.
25. If the winner does not satisfy these Terms and Conditions or cannot be contacted within a reasonable timeframe in accordance with all requirements of all State and Territory regulatory authorities, the entry will be invalidated, and a further entry drawn at the same place as the original draw on Thursday 2nd February 2023 in order to distribute the unclaimed prize. All non-winning entries from the original draw will be included in the unclaimed prize draw. The winner of the unclaimed prize draw will be notified in writing (via the contact details supplied by the Eligible Person to the Promoter when subscribing to Promoter's customer database at the Website) within two (2) working days of the draw and

the winner's name will be published on <https://nbl.com.au/competitions>. This will continue until a valid winning entry is drawn.

26. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (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.
27. Incomplete or indecipherable entries will be deemed invalid.
28. 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

29. 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.
30. Entrants agree that they are fully responsible for any materials they submit to enter 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.
31. As a condition of entering this promotion, each entrant licenses and grants the Promoter and their 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.
32. By entering the Promotion all entrants consent to the use by the Promoter and other third parties, including but not limited to agents, contractors, service providers and media partners and providers of their name, image, likeness, username and social network account name for any publicity and commercial purposes, in any media and for an infinite period, without further compensation for the purpose of promoting and broadcasting and/or streaming the promotion (including any outcome). This includes but is not limited to use on TV, Facebook, Twitter, Instagram, YouTube, radio, print, display advertising, website and social media channels, and the Promoter's blog and website.
33. The Prize Pool may be subject to third party terms and conditions. The Promoter and event and third party organisers hereby expressly reserve the right to eject the winner (and his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize Pool.

34. The Prize Pool is further subject to the airline and accommodation's respective terms and conditions and hereby expressly reserve their rights under those terms and conditions.
35. 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.
36. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
37. 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 ("**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.
38. 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 Pool/attendance at the prize event.
39. The Promoters collect personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to the Authentic Brands Group, LLC, 1411 Broadway, 21st Floor, NY 10018 and other third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy available at [NBL and Brand Collective](#).
40. In addition to any use that may be outlined in the Privacy Policies identified above, the Promoters 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 Promoters. The Promoters may disclose Australian entrant's PI to any entity outside of Australia in accordance with their respective Privacy Policies.

41. I have read, understood and accept the Terms and Conditions and the Privacy Policies of [NBL and Brand Collective](#). I agree that NBL and Brand Collective may send me marketing and promotional materials
42. 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.
43. The Promoter and entrants acknowledge that the Promotion is in no way sponsored, endorsed, affiliated or administered by or associated with Facebook or Instagram.
44. Permit Numbers: **SA: T22/1765. ACT: TP 22/02145.1**