

NBL 2022/23 FAN ENGAGEMENT SURVEY PROMOTION

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. The Promoter is National Basketball League Pty Ltd of Level 6, 10 Queens Road, Melbourne VIC 3004 (**Promoter**).
2. If you are an Eligible Person and satisfy all Entry Requirements then subject to these Terms and Conditions, you will be entered into the draw to win a prize ("**Prize Draw**" or the "**Promotion**").
3. Entries into the promotion open at 12.00pm AEDT on Tuesday 28 February 2023 and close at 11.59pm AEDT on Monday 27 March 2023 (**Promotional Period**).
4. The Promotion may be advertised on any platform by the Promoter and its advertising agencies and marketing affiliates.

Eligibility and Entry

5. Entry to the Promotion is only open to individuals who:
 1. are permanent Australian Residents or New Zealand residents aged 15 years or older, excluding employees (and their immediate families) of the Promoter, and agencies associated with this promotion (**Eligible Person**). 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 or New Zealand Resident" means a person who resides in Australia or New Zealand at the start of the Promotional Period and who holds Australian or New Zealand citizenship or holds an Australian or 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;
 2. during the Promotional Period, enter into the prize draw by completing the NBL Fan Engagement Survey:
 1. input the requested details including full name, telephone number, postcode, and a valid email address; and
 2. submit the completed NBL Fan Engagement Survey.

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

Eligible Applications

6. Multiple entries are not permitted. Entrants may only enter in their own name. When an Eligible Person satisfies the Entry Requirements above, that Eligible Person will be entered into the Prize Draw. 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 Prize Draw per Eligible Person.

7. 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

8. The prize is valued at AU\$499.95 (inclusive of GST) (as at February 2023).
9. There will be one (1) draw with one (1) winner drawn.
10. The Prize Draw consists of one (1) winner who will receive:
 1. one (1) 2022/23 NBL season jersey of an NBL team, to be selected by the winner, subject to availability (**Jersey**); and
 2. eight (8) reserved general admission regular season tickets to a game in the NBL 2023/24 season (**Tickets**). The game and location to be agreed by the parties acting reasonably,

(collectively, the "**Prize**").
11. The Prize is subject to availability and the winner acknowledges that their selected NBL team Jersey, or Tickets to their preferred NBL regular season game, may not be available. The parties will act in good faith to agree an alternative if such scenario arises. The Tickets will at all times be subject to the venue hire ticket terms and conditions and the Promoter and event organisers hereby expressly reserve the right to eject the winner (and their companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize.
12. Eligible Persons are not required to be present at the draw to win the Prize. 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.
13. The draw will be conducted by the Promoter at Level 6, 10 Queens Road, Melbourne VIC 3004 via a random number generator by an authorised representative of the Promotion on 28th March 2023 at 10am AEDT. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Sharing of the Prizes is not permitted.
14. The prize is not exchangeable or transferable for cash and any travel expenses including and not limited to flights, accommodation, and other expenses to redeem the Prize, if applicable, will be borne by the winners.
15. 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.
16. 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.

17. Any costs associated with redeeming the Prize is not included.
18. The Promoter's decision is final, and no correspondence will be entered into.
19. The Prize will be distributed in accordance with these Terms and Conditions.
20. The winner will be notified in writing via the contact details supplied by the Eligible Person when they enter the Promotion. The winner will be notified within two (2) working days after the winners are drawn and the winner's name will be published on www.nbl.com.au/competitions.
21. 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 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 www.nbl.com.au/competitions. This will continue until a valid winning entry is drawn.
22. 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.
23. Incomplete or indecipherable entries will be deemed invalid.
24. 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

25. 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.
26. 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.
27. 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.

28. 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.
29. 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:
 1. to disqualify any entrant; or
 2. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
31. 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 its 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.
32. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its 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 the prize event.

33. **The Promoter collects personal information (PI) in order to conduct the Promotion and may, for this purpose, disclose such PI 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 <https://nbl.com.au/pages/privacy-policy>. In addition to any use that may be outlined in the Privacy Policies 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 Policy also contains 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. The Promoter may disclose Australian entrant's PI to any entity outside of Australia in accordance with their respective Privacy Policies.**
34. The laws of Australia (and where applicable the laws of New Zealand) apply to this promotion. Entrants submit to the non-exclusive jurisdiction of the courts of Melbourne, Victoria Australia.