

'MELBOURNE UNITED & MELBOURNE STORM COMPETITION'

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Melbourne United Basketball Pty Ltd (ABN 60 626 901 102) of Level 13, 10 Queens Road, Melbourne, VIC 3004 ("**Promoters**") and Melbourne Storm (ABN 39 002 639 778) of AAMI Park, Entrance E, 60 Olympic Boulevard, Melbourne, VIC 3001
3. Only Victorian residents are eligible to enter the competition. Any person under 18 years old must have parental/guardian approval to participate and further, the parent/guardian of the minor must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor participating in this promotion.
4. Employees (and their immediate families) of the Promoters and agencies associated with this promotion are ineligible to participate in this promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Entry into the promotion commences on 24/1/2019 and ends at 12pm Australian Eastern Standard Time on 12/2/2019 ("**Promotional Period**").
6. To participate in the promotion, individuals must register by visiting <https://pages.melbourneutd.com.au/united-storm/> ("**Website**"), following the prompts to the registration form, inputting all of the requested details, including first name, last name, DOB, email address, phone number, postcode, and submit the fully completed entry form.
7. Only one (1) registration is permitted per person and per email address and phone number.
8. The draw will take place on 12/2/2019 at the offices of the Promoter and the first randomly drawn valid entry will win the Promotion.
9. The winner will receive the following prize valued at [\$796.00]:
 - (a) 4 x premium category seats (selected by the Promoter) for the Round 18 NBL game between Melbourne United and Cairns Taipans on Thursday 14 February 2019 at Melbourne Arena.
 - (b) 4 x premium category seats (selected by the Promoter) for the Round 17 NRL game between Melbourne Storm and the Cronulla Sharks on Saturday 13 July 2019 at AAMI Park.

Note: the prize does not include transportation to or from the venues, food or beverage or any other costs.

GENERAL

10. The Promoters reserve 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. Errors and omissions may be accepted at the Promoter's discretion. 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.
11. Incomplete or indecipherable entries will be deemed invalid.
12. 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.
13. The Promoter's decision is final, and no correspondence will be entered into.
14. The Promoter reserves the right, but does not have the obligation, to offer additional prize(s) and/or to upgrade any advertised prize(s) throughout this promotion, in respect to any element of this promotion. Any upgrade will be subject to the winner of the relevant prize accepting the upgrade (i.e. the winner can elect to take the prize as initially advertised if they prefer).
15. Individuals can view further details regarding this promotion on the Website, and any such details form part of these Terms and Conditions. In the event of any conflict between these Terms and Conditions and the Website (or any other material about the promotion), to the extent permitted by law, these Terms and Conditions will prevail.
16. 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.
17. To the extent permitted by law, the Promoter reserves the right to amend these Terms and Conditions, where it deems necessary, due to circumstances outside of the Promoter's control.
18. If for any reason a winner does not take / redeem a prize (or an element of the prize) at / by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
19. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
20. All prize values are in Australian dollars.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
22. All winners (and a proxy in a Game, where applicable) consent to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording

of the same) in any media for an unlimited 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. This includes but is not limited to winners' details being published on the Promoter's social media and other websites.

23. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly or interfere with any formula is prohibited and will render all entries submitted by that entrant invalid.
25. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in Victoria ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including each of 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.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including each of their respective officers, employees and agents) are not responsible for and 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: (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) use of any prize.
27. As a condition of accepting a prize, each winner (and their companion, where applicable) must sign any legal documentation as and in the form required by the Promoter, and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
28. The Promoter Melbourne United collect personal information ("**PI**") for the purposes outlined in this clause. Entry is conditional upon providing PI. PI is collected in order to conduct the promotion and may be disclosed to third parties including but not limited to agents, contractors, service providers, prize suppliers and as required to Australian regulatory authorities. The Promoter may use the PI for promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the entrant in accordance with its privacy policy. The

Promoter's privacy policy may be viewed at <https://nbl-com-au.s3.amazonaws.com/uploads/sites/6/2017/01/Privacy-Collection-Statement-Melbourne-United.pdf>. The privacy policies for the Promoter also contain information about how entrants may opt out, access, update or correct their PI and provides details on 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.

29. The Promoter Melbourne Storm collect personal information ("**PI**") for the purposes outlined in this clause. Entry is conditional upon providing PI. PI is collected in order to conduct the promotion and may be disclosed to third parties including but not limited to agents, contractors, service providers, prize suppliers and as required to Australian regulatory authorities. The Promoter may use the PI for promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the entrant in accordance with its privacy policy. The Promoter's privacy policy may be viewed at <https://www.melbournestorm.com.au/privacy-policy>
The privacy policies for the Promoter also contain information about how entrants may opt out, access, update or correct their PI and provides details on 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.
30. The laws of Victoria apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Victoria.