

B.SOLAR 'JOIN US IN CALIFORNIA' 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 Promoters are Melbourne United Basketball Pty Ltd (ABN 60 626 901 102) of 30 Aughtie Drive, Albert Park ("Promoter"), b.solar PTY LTD (ABN 56 628 846 417) of 425 Smith Street, Fitzroy and National Basketball League Pty Ltd (ABN 65 164 187 937) of 10 Queens Road, Melbourne.
3. Entry is only open to Australian residents aged over 18 years or over who are able to travel to the United States of America in October 2019 from Melbourne, Victoria, in the event they are drawn as a winner.
4. Employees (and their immediate families) of the Promoters and agencies associated with this promotion are ineligible to enter. 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. Promotion commences at 9.00am AEST on 29/08/2019 and ends at 12:00pm (noon) AEST on 20/09/2019 ("Promotional Period").
6. To enter, individuals must, during the Promotional Period, visit <https://pages.melbourneutd.com.au/b-solar-usa-competition/>, follow the prompts to the promotion entry page, input the requested details (including their full name, email address, telephone number and date of birth) and submit the fully completed entry form or click on the promotional advertisement on Facebook to be taken to an online entry form, input the requested details (including their full name, email address, telephone number and date of birth) and submit the fully completed entry form.
7. The Promoters 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 Promoters have 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 Promoters 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.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Only one (1) entry is permitted per person.
10. If there is a dispute as to the identity of an entrant, the Promoters reserve the right, in its sole discretion, to determine the identity of the entrant.

11. The draw will take place at Melbourne United Basketball Club, 30 Aughtie Drive, Albert Park VIC 3206 on 29/08/2019 at 1:00pm AEST. The Promotor may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone and in writing within two (2) business days of the draw and their name will be published on Melbourne United social media after XX/XX/2019.

12. The Promotor's decision is final, and no correspondence will be entered into.

13. The first valid entry drawn will win a trip of two (2) people to the USA to watch two (2) NBLxNBA games (Melbourne United v LA Clippers & Melbourne United v Sacramento Kings), valued at up to AU\$15,000. The Prize includes:

- Two (2) x return economy airfares from Melbourne Airport to LAX.
- Five (5) x nights' twin share accommodation booked by Melbourne United.
- Two (2) x tickets to Melbourne United v LA Clippers on Monday 14th October (Local USA time)
- Two (2) x tickets to Melbourne United v Sacramento Kings on Thursday 17th October (local USA time)
- One (1) x behind the scenes experience at one (1) of the Melbourne United NBLxNBA games.
- Transfer from Los Angeles to Sacramento for two (2) people.
- One (1) x signed Melbourne United jersey

14. The prize does not include any spending money, meals, taxes (excluding airline and airport taxes), travel insurance, passports, visas, vaccinations, transport to and from departure points (Melbourne & Los Angeles), transfers (including but not limited to transport to and from the NBLxNBA game venues), items of a personal nature (including any international calls or data charges), in-room charges and all other ancillary costs. In the event the winner and his/her companion miss a scheduled flight, they will be responsible for any costs associated with booking a new flight. The Itinerary is to be determined by the Promotor in its absolute discretion (including but not limited to the exact airline, departure time, arrival time, accommodation). In the event the winner wishes to change the itinerary (such as airfares), they may do so at their own expense, subject to approval by the Promotor. The tickets to the NBLxNBA games cannot be changed once confirmed/issued. Frequent flyer points will not form part of the prize. The winner may be required to present their credit card at time of accommodation check in. As a condition of accepting the prize the winner and his/her companion must take out travel insurance to the Promotor's satisfaction (comprehensive travel insurance covering property loss and damage, and full medical cover) at their own expense. The winner and his/her companion must provide evidence of valid travel insurance (i.e. a certificate) to the Promotor in order to receive the prize.

15. If for any reason the winner does not take/redeem the prize (or an element of the prize) at the time stipulated by the Promotor, then the prize (or that element of the prize) will be forfeited.

16. If the prize (or part of any prize) is unavailable, the Promoters, in their discretion, reserve the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

17. The tickets for the NBLxNBA games are subject to the event venue & ticket terms & conditions. The Promotor and event 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.

18. The total prize pool value is up to AU\$15,000.

19. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

20. In the event of war, terrorism, state of emergency or disaster, the Promoters reserve the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any written directions from a relevant regulatory authority.

21. Entrants consent to the Promotor using their names, likeness, image and/or voice in the event they are the winner (including photography, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the promotion (including any outcome).

22. 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 Promotor, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promotor reserves to 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.

23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider.

24. 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 ("NonExcludable 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.

25. 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.

26. As a condition of accepting a prize, the 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.

27. The Promoters 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, call centres, prize suppliers and as required to Australian regulatory authorities. The Promoters may use the PI for sales, promotional, marketing, publicity, research and profiling purposes including sending electronic messages or telephoning the entrant in accordance with its privacy policy. The Promoter - Melbourne United Basketball's privacy policy may be viewed at <http://bit.ly/2Xjz9S1>
The Promoter - B.Solar's privacy policy may be viewed at <https://b.solar/privacy/>
The privacy policies for the Promoters 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.