

Win All Properties Group Ultimate Baller competition
Brisbane Bullets
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 Brisbane Bullets Basketball Pty Ltd (**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 **9.00am (AEDT) on Monday March 7 and close at 11.59pm (AEDT) on Saturday 9 April at 8:59pm (Promotional Period).**

Eligibility and Entry

4. Entry to the Promotion is only open to individuals who:
 - a. are permanent Australian Residents aged 18 years or older and excludes employees (and their Immediate Families) of the Promoter and agencies associated with this promotion including the Businesses (and their Immediate Families) (**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 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; and
 - b. **during the Promotional Period, enter into the prize draw by purchasing any category of ticket to any one of the remaining Bullets home games by visiting brisbanebullets.com.au and follow the links to ticketing. Entry is also available via the Ticketek website. All ticket purchasers who purchase a ticket will automatically entered into the Promotion. Each ticket purchased equals one entry.**
 - c. **Bullets members and season ticket holders will automatically be entered into the Promotion.**

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

5. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant 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 entering this promotion.

Eligible Applications

6. Entrants can only enter in their own name.
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 pool is valued at \$10,000** (inclusive of GST) (as at January 2022).

9. There will be one (1) draw with one (1) winner drawn.
10. The Prize Draw consists of one (1) winner who will receive:
 - a. Long weekend stay at a beach front Gold Coast unit (Friday, Saturday and Sunday night)
 - b. 2022/23 Season family courtside seats (Four (4) tickets) valued at \$440.
 - c. \$500 Doordash voucher to use on the long weekend.
 - d. Signed and framed NBL22 Bullets home jersey (replica)
 - e. Signed NBL22 game day match ball
11. Eligible Persons are not required to be present at the draw to win a 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.
12. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
13. The draw will be conducted by the Brisbane Bullets Basketball Club (Club) at Nissan Arena, 590 Mains Road, Nathan, Q 4111 at **11.00am AEDT on Sunday 10 April 2022** via random generation through software, by an authorised representative of the Brisbane Bullets Basketball Club. The Club may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The sharing of prizes is not permitted.
14. The prize cannot be transferred to any other person. The prize is not exchangeable or transferable for cash and, if applicable, all travel expenses, accommodation, and other expenses to redeem the prize 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 additional 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 winners will be notified in writing via the contact details supplied by the Eligible Person. **The winner will be notified within two (2) hours** after the winners are drawn.
20. 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 entering into the promotion within two (2) hours of the draw and the winner's name will be published on brisbanebullets.com.au . This will continue until a valid winning entry is drawn.
21. 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.

- 22. Incomplete or indecipherable entries will be deemed invalid.
- 23. 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

- 24. 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.
- 25. 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 or the Businesses 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 and the Businesses for any breach of the above terms.
- 26. As a condition of entering this promotion, each entrant licenses and grants the Promoter, Brisbane Bullets Basketball Club and 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.
- 27. 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, connection with the promotion.
- 28. 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.
- 29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 30. 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 and the Businesses (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.

31. Except or any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Businesses (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/attendance at the prize event.
32. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to Brisbane Bullets Basketball Pty Ltd 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 and the NBL will also use, and handle PI as set out in their respective Privacy Policies at the the NBL. In addition to any use that may be outlined in the Privacy Policies identified above, the Promoter and the NBL 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 Promoter and the NBL. Subject to all relevant laws, the Promoter or the NBL may disclose entrant's PI to any entity outside of Australia in accordance with their respective Privacy Policies.
33. 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 Brisbane, Queensland Australia.