The Brisbane Bullets Basketball Club: “Endless Summer”

Terms and Conditions

**General**

1. “The Promoter” is Brisbane Bullets Basketball Pty Ltd ABN 96 627 072 600, Nissan Arena, 590 Mains Road, Nathan, Q 4111.
2. By entering this competition, you agree and are automatically deemed to have read, understood, and accepted these terms and conditions (**terms**).
3. If there is any inconsistency between these terms and anything else that refers to this competition, these terms will prevail.

**Who Can Enter**

1. Entry is open to all Australian residents over the age of 18 years, except employees and immediate families of the Promoter and their associated companies and agencies. Immediate family includes but is not limited to: spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, sibling, uncle, aunt, niece, nephew.
2. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity or proof of registration ownership to claim a prize.
3. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

**How to Enter**

1. This is a game of chance, where entrants are required to:
2. General ticketing - purchase a ticket/s to at least one of the following Brisbane Bullets home games in January 2023
   1. v United Sunday 1 January 2023
   2. v Taipans Thursday 5 January 2023
   3. v Kings Wednesday 11 January 2023
   4. v United Saturday 14 January 2023
   5. v 36ers Thursday 19 January 2023
   6. v Breakers Thursday 26 January 2023
3. Members or corporate season pass holders – scan your tickets to at least one of the following Brisbane Bullets home games in January 2023
   1. v United Sunday 1 January 2023
   2. v Taipans Thursday 5 January 2023
   3. v Kings Wednesday 11 January 2023
   4. v United Saturday 14 January 2023
   5. v 36ers Thursday 19 January 2023
   6. v Breakers Thursday 26 January 2023

during the Promotional Period (“**Qualifying Purchase**”).

1. Each ticket purchased or member ticket scanned during the Promotional will qualify as one (1) entry. For example, the purchase or scanning of your membership card/ticket of two (2) tickets at each of the games listed in item 7 will qualify the purchaser for twelve (12) entries.
2. Any entry that is made on behalf of an entrant by a third party will be invalid, unless the entrant requires the assistance of a third party to enter due to a disability.
3. The Promoter reserves the right to:
   1. disqualify any entrant who:
      1. tampers with the entry process (including but not limited to entrants and households who use multiple email addresses or third-party software or applications);
      2. submits an entry that is not in accordance with these terms; or
      3. in the opinion of Promoter, engaged in conduct, which is fraudulent, misleading, deceptive, or generally damaging to the goodwill or reputation of the promotion and/or Promoter;
   2. moderate, monitor, delete, or reject any or all entries submitted at its sole discretion, including removing content it considers to be incomplete, indecipherable, inappropriate, offensive, unlawful, or otherwise not in the spirit of the promotion.

**Draw and Notification**

1. All valid entries over the Competition Period will go into a random generator located at Nissan Arena, 590 Mains Road, Nathan, Q 4111 and one (1) winner will be drawn at 11am on 1 February 2023.
2. The winner will be notified by telephone or email within two (2) business days of the draw. The winner will also be published at [www.brisbanebullets.com.au](http://www.brisbanebullets.com.au) on 1 February 2023.
3. If the prize-winner does not register their acceptance of the prize by 11:59PM AEDST on 14 February 2023, the prize-winner will be deemed to have not accepted and forfeit their entitlement to the prize.
4. If the prize is unclaimed after the expiry of this timeframe, the Promoter may dispose of such prize at its sole discretion and does not need to select another prize-winner.
5. The prize will be awarded to the account holder of the ticket purchaser or membership or corporate season pass account that made the valid entry.
6. Any prize draw decisions are final and binding, no correspondence will be entered into regarding the competition result, or any other decisions the Promoter makes in connection with the promotion.
7. A draw for any unclaimed prizes will take place on 1 May 2023 at the same place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email within two (2) business days of the draw and their names will be published at [www.brisbanebullets.com.au](http://www.brisbanebullets.com.au) from 3 May 2023.

**The Prize**

1. The first (1) valid entry drawn will win an the Endless Summer Prize for one (1) person and one (1) companion, valued at up to $9,999.00 (“**Major Prize**”). Prize includes:

* Four (4) courtside seats at the Brisbane Bullets final regular season home game on Saturday 4 February; and
* Signed and framed NBL23 Brisbane Bullets home jersey; and
* $500 gift voucher to JD Sport; and
* Two (2) return economy flights from your nearest Australian Capital City to Hamilton Island ;
* Three (3) nights twin share at Reef View Hotel staying in a minimum Garden View Room including daily buffet breakfast for two (2) people;
* $500 AUD spending money, electronically transferred to the winners nominated Australian bank account; and
* A catered BBQ experience at your house with the Brisbane Bullets NBL23 squad for up to thirty (30) people, including a catered BBQ lunch with the Bullets squad.

1. Additional spending money, passports, visas, travel insurance, vaccinations, meals, taxes, baggage charges, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
2. Total prize pool value is up to $9,999.00 AUD.
3. For removal of doubt, the Promoter will contact the winner to liaise directly with the Brisbane Bullets nominated travel agent to arrange flights, accommodation details.
4. Conditions of accepting the Major Prize, a winner (and their companion/s) must:
   1. 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 media consent form, legal release and indemnity form. In the event a winner or winner’s companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf; and
   2. take out travel insurance to the Promotor’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 Promotor in order to receive the Prize Pool.
5. The Promoter will not be held accountable or responsible for any flights that are missed, delayed or cancelled, nor will it be rescheduled. Travel is between 10 July 2023 and 31 July 2023 only. Validity cannot be extended. Bookings are for to 2 guests Reef View Hotel, subject to availability and cannot be changed by the winner. The accommodation may only be redeemed once and is not to be used in conjunction with any other offer. Cancellations or amendments to bookings must be made within 24 hours of arrival and may incur a forfeit of the prize. Additional charges or fees over and above the cost of the accommodation is the cost of the winner. When redeeming your prize, should your travel plans be affected by Covid, the flexibility terms of the accommodation will apply and covid protocols will be followed. Bookings, upgrades, incidentals, and extra person surcharges are the responsibility of the winner.
6. The hosted BBQ at your house can only be booked on one of the following dates
   * 1. Saturday 11 February 2023
     2. Sunday 12 February 2023
     3. Saturday 18 February 2023
     4. Sunday 19 February 2023.

Validity cannot be extended. BBQ is for a maximum of 30 guests, and it will be subject to the teams training and playing schedule. The location must be within the Brisbane metro area and will be subject to suitability at the sole discretion of the Club. In the event the location is not suitable an alternative location will be suggested by the Club.

1. The prize cannot be transferred, resold, exchanged, or redeemed for cash.
2. It may be a condition of accepting the prize that the winner sign a legal release in a form determined by the Promoter in its absolute discretion.
3. The prize cannot be used on public holidays or during peak periods. The date in which the prize is redeemed is at Brisbane Bullets discretion. Prize can only be redeemed on the date of the reservation and no part of the prize will be renewed, replaced or exchanged if the prize winner or their companion is unable to attend on date of reservation.
4. All entrants agree that if they win the prize, they will:
   1. not sell or otherwise provide their story and/or photographs to any media or other organization, without the prior written consent of the Promoter;
   2. comply with all the conditions of use of the prize and prize supplier’s requirements, if any;
   3. receive and take the prize on an “as is” basis, without warranty of any kind, express or implied (including but not limited to without any implied warranty of merchantability or fitness for a particular purpose); and
   4. be liable for all costs associated with the use of the prize, including but not limited to flights, transport, parking, insurance, transfers, spending money and accommodation, if applicable.
5. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
6. Where the prize includes a ticket, ticket allocation (date and seating) will be at the Promoter’s sole discretion.
7. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State or Territory legislation.

**Entrant’s Warranties**

1. By partaking in the promotion, the entrant:
   1. consents to the collection, use and or disclosure of information provided by it for internal research, and current and future promotional, advertising and marketing activities of the Promoter, its associates and its prize sponsors, whether in Australia or overseas;
   2. agrees for the Promoter and its associates to contact them and send and/or provide information via telephone, mail, in person, email, SMS and any other form of communication medium;
   3. consents to and authorizes the use of their name and image in any publicity material as determined by the Promoter at its sole discretion and/or as may be required by the relevant lottery and/or gaming legislation;
   4. consent to their entry becoming the property of the Promoter pursuant to the *Copyright Act 1968* (Cth) or otherwise; and
   5. acknowledges and agrees that the Promoter is entitled to do any of the abovementioned acts without compensation or fee, and that such consent is enduring.

**Liability**

1. Subject to complying with all relevant State and Territory legislation, the Promoter reserves the right to amend, cancel or suspend this competition, including but not limited to circumstances where:
   1. an outside act, agent or event prevents or significantly hinders the Promoter’s ability to proceed with the competition, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, pandemic, war, act of terrorism;
   2. the competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or technical failures which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion.
2. The prize-winner acknowledges and agrees that the Promoter is not responsible or liable for:
3. the unavailability or inaccessibility of any service whether or not caused by traffic congestion on the Internet or at any website;
4. unauthorised human intervention in any part of the competition;
5. electronic or human error which may occur in the administration of the competition;
6. any technical difficulties or equipment malfunction (whether or not under the Promoter’s control);
7. any theft, unauthorised access or third party interference;
8. 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;
9. any variation in prize value to that stated in these terms;
10. any delay, cancellation, postponement or attendance of a prize, if applicable; and
11. any tax liability incurred by a winner or entrant.
12. These conditions do not affect, and are not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of the Promoter or its servant or agents for breach of any such rights is limited to the payment of the cost of having the prize supplied again.

**Statutory Warranties**

1. The Promoter does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) or any other relevant legislation which cannot be excluded, restricted, or modified.
2. Notwithstanding clause 32, to the fullest extent permitted by law, the Promoter will not be liable for any loss or damage whatsoever which is suffered, including but not limited to direct, indirect or consequential loss, or for any personal injury suffered or sustained in connection with the prize, promotion or competition except for any liability which cannot be excluded by law.
3. Each entrant shall indemnify the Promoter (and their respective directors, officers, employees and agents (each an “indemnified person”) for any loss, liability, cost, damage or expense suffered or incurred by any indemnified person as a result of:
   1. the entrant breaching any of these terms;
   2. a warranty given by the entrant proving to be untrue; or
   3. any personal injury arising from or related to any wrongful or negligent act or omission by the entrant in connection with this competition.

**Privacy**

1. The Promoter collects personal information about the entrant for the purposes of conducting this promotion. Any disclosure of such information will be made as required by law and in accordance with the Brisbane Bullets Basketball Club’s Privacy Policy available at www.brisbanebullets.com.au.
2. All entries will be entered into a database and the Promoter may use the entrant’s names and email address for future promotional, marketing and publicity purposes in any media worldwide without notice and without any fee being paid unless otherwise advised by the entrant.
3. By entering this competition, entrants confirm that they allow their details to be used for this purpose. If entrants no longer consent to their details being used for future marketing purposes, the entrant should contact the Promoter on their details set out on its website www.brisbanebullets.com.au. Any request to update, modify or delete the entrant’s details should be directed to The Promoter.

**General**

1. The Promoter’s decision in respect of all matters to do with the competition will be final and no correspondence will be entered.
2. To the extent it is legally possible, this agreement is governed by the laws of Queensland, Australia, and the parties submit to the jurisdiction of the courts of Queensland, Australia.