

Win the Ultimate Wallabies Bledisloe Cup Prize Competition

Terms and Conditions

Who is running the competition?	Rugby Australia Ltd (ABN 36 002 898 544), Driver Ave, Moore Park NSW 2021 (“ the Promoter ”), telephone (02) 8005 5555 .
When will the competition start and end?	This promotion commences at 12:01am on 11/03/2020 and ends at 11.59pm on 15/07/2020 (“ the Competition Period ”). All references to times and dates are times and dates in Sydney, which may be Australian Eastern Standard Time (“AEST”) or Australian Eastern Daylight Time (“AEDT”) depending on the date.
Who can enter?	<p>The competition is only open to persons who:</p> <ul style="list-style-type: none"> (a) are Australian residents, aged 13 years old and over who receive a promotional email sent directly from the Promoter’s partner (“eDM”); and (b) do not fit into one of the follow categories: <ul style="list-style-type: none"> (i) management, employees, directors and contractors of the Promoter, its related entities and other agencies, firms or companies associated with the competition (including suppliers of the prize). This does not include employees of the Promoter’s partners who receive an eDM.; (ii) a spouse, de-facto spouse, parent, guardian, child or sibling (whether natural or by adoption) of a person referred to in (b); (i) above; or (iii) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter. <p>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.</p> <p>The Promoter is responsible for determining whether a person is eligible in its absolute discretion.</p>
Where will the competition run?	The competition will run online in all Australian states and Territories.
What kind of competition is this?	This is a game of chance and skill plays no part in the winner selection process. All valid entries received will be entered into a draw, with three (3) winners randomly selected.
Entry instructions	<p>To enter and be eligible to win a competition prize, all entrants MUST:</p> <ul style="list-style-type: none"> a. Purchase a Wallabies Home Test Match ticket during One (1) of three (3) pre-sale windows (1. 11-15 March 2020) (2. 15-20 April 2020) (3. 10-15 July 2020) using the partner pre-sale code received via eDM prior to 11.59pm on 15 July 2020 (“Qualifying Purchase”). <p>The entrant will receive one (1) automatic entry into the</p>

	<p>Competition upon completion of the above during the Competition Period.</p> <p>One (1) ticket purchase equates to one competition entry.</p>
How many times can I enter?	<p>Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase (for example, should an individual purchase five (5) Wallabies Home Test Match tickets using the partner pre-sale code during a pre-sale window they will receive five (5) entries into the draw); and (b) each entry must be completed separately and in accordance with entry instructions.</p>
How many winners will there be and how will they be chosen?	<p>The competition will have three (3) winners. Three (3) entries will be selected randomly from first winner to third winner, as determined by the Promoter and subject to its verification process.</p> <p>The prize draw will be conducted at 12pm (noon) AEST on 16 July 2020 at Anisimoff Legal, Suite 5, 201 The Central Coast Highway, Erina NSW 2250, with prize winners notified in writing by email and mobile phone within two (2) business days of the draw. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p> <p>If the winner of any 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.</p> <p>Names of prize winners will be published on https://australia.rugby/promotions website by 18 July 2020.</p>
What can I win?	<p>There are the following three (3) prizes to be won in total:</p> <ul style="list-style-type: none"> • First Prize– The first valid entry drawn will win an “ultimate VIP Qantas Wallabies Bledisloe Fan Experience” prize for two (2) people valued at up to \$2,400 depending on date and point of departure. Prize includes: <ul style="list-style-type: none"> ○ Two (2) return economy flights from the winner's nearest capital city to Brisbane airport, the location of the Qantas Wallabies Brisbane Bledisloe Cup test match (only provided if winner resides outside of QLD). If the winner is from QLD, then the prize does not include airfares and the airfare component of the prize is not redeemable for cash; ○ Maximum of two (2) nights' twin/double share in a minimum of three star accommodation; ○ Two (2) Corporate partner function match tickets to the Qantas Wallabies Bledisloe Cup Test match in Brisbane in 2020; ○ Two (2) sideline warmup experiences at Suncorp Stadium. • Second Prize – The next two (2) valid entries drawn will win a \$200 ASICS voucher.
Total prize pool	<p>The total prize pool is valued at up to \$2800.00. Any experiential prize element is not sold commercially and does not have a commercial value.</p>
If I win, when must I claim my prize?	<p>A staff member from Rugby Australia will endeavour to contact the competition winners (starting with the entry drawn as the first winner and proceeding in consecutive numbered order thereafter) by phone or email by within two (2) business days of the draw.</p> <p>Subject to the unclaimed prize draw, all winners must claim their prize by notifying the Promoter by email by 9am AEST on 31 August 2020.</p>

Acceptance

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and

Conditions. By entering, you accept these Terms and Conditions.

Entry

- 2 Entries must be received during the Competition Period. Entries received by the Promoter will be considered final. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the entrant.
- 3 Entrants must only enter in their own name. Entrants who enter using multiple email/postal addresses, phone numbers, social media accounts or aliases may be disqualified. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 4 The Promoter is not liable for late, lost, incomplete, misdirected, incorrectly submitted delayed or illegible entries, correspondence or claims for prizes due to error, omission, tampering, theft, destruction or otherwise including failure of entry forms being forwarded to the draw location (where applicable).

Prize

- 5 During the entire duration of the First Prize, a nominated parent/guardian must accompany any person under 18 years of age. The winner of a prize is responsible for any further costs associated with redeeming the prize which are not otherwise specified in these Terms and Conditions, including but not limited to, any additional travel costs, transport to and from departure point, transfers, spending money, travel insurance, food and beverage expenses, additional entertainment and/or miscellaneous expenses or other incidentals. The First Prize winner or their parent/guardian may be required to present their credit card at time of accommodation check in. Prize must be taken to coincide with the Qantas Wallabies Bledisloe Cup Test match in Brisbane with flights departing on 16 October 2020 and is subject to booking and flight availability.
- 6 The First Prize winner and their guest must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in agreement with the First Prize winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. Travel suppliers/airlines to be chosen at the discretion of the Promoter. No compensation or alternative travel plans will be arranged should the First Prize winner and/or their guest miss their outbound or return flights or fail to meet any check in requirements for any reason. These costs will be the responsibility and expense of the winner and travel partner. The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation.
- 7 For the avoidance of doubt, no "spending money" is included as part of a prize. Frequent flyer points will not form part of the First Prize. Each prize (including each element of a prize) is non-transferable and cannot be exchanged for cash. Each prize is subject to the standard terms and conditions of individual prize and service providers.
- 8 If for any reason a winner does not take a prize (or an element of a prize) at the time stipulated, then the prize (or that element of the prize) will be forfeited and will not be redeemable for cash.
- 9 If a prize is unavailable, for any reason beyond the reasonable control of the Promoter, the Promoter may offer an alternative prize of equivalent value and specification, subject to any written directions from a regulatory authority. If a prize includes a match/festival/event/activity and that match/festival/event/activity is cancelled,

- abandoned, called off or postponed for any reason, that prize will be forfeited, and no cash or replacement prize will be offered.
- 10 It is condition of accepting a prize that the winner must comply with all of the conditions of use for the prize, and the prize supplier's requirements.
- 11 The First Prize must be taken by no later than 17 October 2020.
- 12 The Qantas Wallabies Brisbane Bledisloe Cup Test match ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or their guest) for any inappropriate behaviour, including intoxication, whilst participating in the event. Where alcohol is available as part of a prize, it will be served in line with the responsible service of alcohol guidelines carried out by the venue staff and management. The Promoter is not responsible for how a venue conducts and executes its responsible service of alcohol guidelines. Venue staff and management reserve the right to refuse service of alcohol to any prize winner/s or their accompanying guest/s if they are deemed to be inebriated.
- 13 The two (2) sideline tickets to the Brisbane Bledisloe Cup Test match day warmup, provides the winner and their guest with an opportunity to meet one or more members of the Qantas Wallabies Rugby team. These elements of the prize are not guaranteed and are subject to the goodwill of the team members on the day. The Promoter accepts no responsibility and will not offer any alternative in the even that these elements of the prize cannot be offered for any reason.
- 14 If a prize includes vouchers, gift cards or tickets, the Promoter is not liable for and will not provide any replacement prize if they are stolen, forged, damaged or tampered with any way once awarded or are not activated or used before the stated expiry date. Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
- 15 In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
- 16 A draw for any unclaimed prizes may take place on **31 August 2020** at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published at <https://australia.rugby/promotions> website by 02 September 2020.

General

- 17 If you are a winner, you must (and must ensure the people who you share your prize with) take part in all publicity, photography, film and other promotional activity as the Promoter requires, without any compensation. You accept that you have no ownership rights in the images which shall be the sole and absolute property of the Promoter and/or the Promoter's official photography/videography partner. You consent to the Promoter using your name, likeness, age, image and/or voice in any publicity, promotional or advertising activity in all forms of media including without limitation in press, magazines, outdoor, direct mail, PR, posters, online, social & literature 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.
- 18 If you or your entry are deemed by the Promoter to breach these Terms and Conditions including if you are unable to accept the prize specified by the Promoter, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the

validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights. The prizes will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction. In the event that you cannot provide suitable validation or verification, you will forfeit your right to a prize and no substitute will be offered. 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.

19 You must not:

- (a) tamper with the entry process;
- (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
- (e) breach any law; or
- (f) behave in a way that is otherwise inappropriate.

The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

20 The Promoter's decision in connection with all aspects of this competition is final and no correspondence will be entered into.

21 Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

22 By accepting or participating in any prize, you accept these Terms and Conditions.

23 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

24 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

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, as well as any other implied warranties under the ASIC Act 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 (including its respective officers, employees and agents) 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 the promotion.

26 Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is 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) if the appearance of any or all of the Qantas Wallabies or the Bledisloe Cup Test match event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of a prize or attendance at the prize event.

- 27 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prizes. Prizes will only be delivered to addresses in Australia.
- 28 The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. Costs associated with accessing the Internet (e.g. website or social media platform) may vary depending on the Internet service provider used, and those costs are the responsibility of the entrant. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
- 29 The Promoter may communicate or advertise this competition using Facebook, Twitter and/or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. You provide your information to the Promoter and not to Facebook, Twitter or Instagram. You completely release Facebook, Twitter and Instagram from any and all liability.
- 30 As a condition of accepting the prize, the winner and their guest 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. In the event a winner or winner's guest 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.

Collection and use of your personal information

- 31 All entries and copyright subsisting in an entry will become the property of the Promoter. Entrants' personal information will be collected by or on behalf of the Promoter to enable it to administer and promote the Competition and the winner of the Competition. The personal information of entrants (and their guest/s if applicable) may be provided to others assisting in the conduct of the Competition, including the Competition administrator, suppliers and deliverers, and to authorities that regulate the Competition. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants acknowledge that their personal information may be supplied to organisations outside of Australia and they provide their consent for this to occur by participating in the Competition. The Promoter cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. Information will be collected, stored and used in accordance with the *Privacy Act 1988* and Rugby Australia's Privacy Policy. Visit <https://australia.rugby/privacy> to view this privacy policy.