

Vodafone Super Rugby AU Fan-voted MVP Award Competition

Terms and Conditions

Who is running the competition?	Rugby Australia Ltd (ABN 36 002 898 544), PO BOX 800, Surry Hills NSW 2010 (" the Promoter ").
When will the competition start and end?	This promotion commences at 9.00pm on 10/09/2020 and ends at 11.59am on 16/09/2020 (" 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?	You can only enter if you are an Australian resident and not: (a) management, an employee, director or contractor of the Promoter, its related entities or other agencies, firms or companies associated with the competition (including suppliers of the prize); (b) a spouse, de-facto spouse, parent, guardian, child or sibling (whether natural or by adoption) of a person referred to in (a) above; or (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter. 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. The Promoter is responsible for determining whether a person is eligible in its absolute discretion.
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 skill, and chance plays no part in the winner selection process. All valid entries received will be judged based on creative merit.
Entry instructions	To enter and be eligible to win the competition prize, all entrants must access the online form relating to the competition located on Rugby.com.au and, from the list of players set out there, select their chosen Most Value Player (MVP) of the 2020 Vodafone Super Rugby AU season and answer in 25 words or less why they have selected that player. This must be completed by 11.59pm on 16/09/2020. The entrant will receive one (1) automatic entry into the Competition upon completion of the above during the Competition Period. The competition social posts will contain the following: <i>You rule! Have your say on who deserves the title of the Vodafone Super Rugby AU MVP for your chance to win a signed jersey and Bose Noise Cancelling Headphones.</i>
How many times can I enter?	One (1) entry per individual is permitted.
How many winners will there be and how will they be chosen?	The competition will have one (1) winner. The best entries will be selected as determined by the Promoter and subject to its verification process.

	If a winner is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winners' behalf.
What can I win?	The winner will receive one (1) Bose Noise Cancelling Headphones 700 headphones and a signed jersey from the Australian Super Rugby AU team of their choice – Melbourne Rebels, ACT Brumbies, NSW Waratahs, Queensland Reds or Western Force.
Total prize pool	The Bose headphones are valued at \$599. The jersey is valued at up to \$160. The player signatures on the jersey are not sold commercially and does not have a commercial value.
If I win, when must I claim my prize?	A staff member from the Promoter will endeavour to contact the competition winner by email or via Facebook and/or Instagram messenger and/or Twitter by Friday 18 September 2020. The winners must claim their prize by 5pm on Friday 25 September 2020.
What if I don't claim my prize on time?	If a prize has not been claimed by the time or date specified immediately above, or if, after making all reasonable attempts, the Promoter cannot contact a winner (or the winner does not contact the Promoter) by this time and date, the Promoter may discard the relevant entry and offer the prize to the entrant with the next best entry. Any such entrant will be informed by email or via Facebook and/or Instagram messenger and/or Twitter within one (1) day of determination. If that entrant is also unable to be contacted after the Promoter makes reasonable efforts to do so, the competition prize shall be forfeited.

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).
- 5 The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, nudity, potentially insulting, scandalous, inflammatory or defamatory images or language.
- 6 Entrants must comply with all Facebook and/or Instagram and/or Twitter (as relevant) terms of use.
- 7 All entries become the property of the Promoter. As a condition of entering into this competition, entrants agree to grant the Promoter a non-exclusive, royalty-free, licence to the Promoter to use and sub-licence the use of any copyright or other intellectual property rights in and to the entry submitted and any related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. Entrants warrant that entry content is lawful and not misleading and that the Promoter's use of such content will

not infringe the rights of any third parties. The Promoter has no obligation to credit entrants as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights an entrant may have as an author of content.

Prizes

- 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. 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 a 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 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 prize including tickets 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.
- 12 Any prize which provides the winner and/or their guest(s) with an opportunity to meet one or more members of the Wallabies team (or any other teams), and/or an opportunity to have a photograph taken with the team(s). 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 event that these elements of the prize cannot be offered for any reason.

General

- 13 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.
- 14 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.
- 15 You must not:

- (1) tamper with the entry process;
- (2) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- (3) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (4) 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;
- (5) breach any law; or
- (6) 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.

- 16 The Promoter's decision in connection with all aspects of this competition is final and no correspondence will be entered into.
- 17 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.
- 18 By accepting or participating in any prize, you accept these Terms and Conditions.
- 19 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.
- 20 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

- 21 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 22 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 23 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.
- 24 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.
- 25 As a condition of accepting a 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 is under the age of 18, a nominated parent/legal guardian of the winner will be required to sign the legal documentation required under this clause on their behalf.

Collection and use of your personal information

- 26 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 winners 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 (including to Benchvote Pty Ltd ACN 622 126 603 whose privacy policy is located at <https://www.benchvote.com/terms-conditions>), and to authorities that regulate the competition. Additionally, such personal information may be provided to sponsors of the competition. 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* (Cth) and the Promoter's privacy policy available on the Promoter's website at <http://www.rugbyau.com/privacy>.