

TERMS AND CONDITIONS

Destination NSW (2020 eToro Tri Nations) – Terms and Conditions - ‘Competition’

1. General

- a. Registration Instructions form part of these Terms and Conditions. Entries must comply with all of these Terms and Conditions to be valid.
- b. By registering for the Competition, the Entrant agrees to be bound by these Terms and Conditions. This includes completing the survey.
- c. This Competition is a game of chance and the Prize Winner(s) will be selected at random.
- d. Any questions, comments or complaints can be directed to Destination NSW.

2. Promoter

- a. The Promoter is Destination NSW ABN 52 890 768 976 of Level 2, 88 Cumberland Street, The Rocks, Sydney, NSW, 2000.
- b. The Competition is held under a gratuitous lottery as per the NSW Government - Liquor and Gaming NSW.

3. Participating Countries

- a. This Competition will be held in the following country: Australia.

4. Eligibility and Entry Conditions

- a. The “Entry Period” is from 00:01 on 7th December 2020 (AEDT time) until 23:59 on 20th December 2020 (AEDT time).
- b. Entry into this Competition is free and open to anyone aged 15 or older who attended the Event, participated in the Event or purchased a ticket for the Event (“Entrant”). The Event is defined as eToro Tri Nations.
- c. The Promoter reserves the right to request verification of age, identity, residential address of the Prize Winner(s) and any other information relevant to entry into or participation in this Competition. Verification is at the discretion of the Promoter, whose decision is final.
- d. The Promoter reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition.
- e. Any costs associated with accessing the website/application is the Entrant’s responsibility and are dependent on the internet service provider used. All costs incurred by the Prize Winner(s) must be

borne by the Prize Winner(s), unless these costs are specified by the Prize description provided.

f. Employees of the Promoter and/or its related companies and/or any agencies associated with the Competition, and members of their respective immediate families, are not eligible to participate in the Competition. "Immediate family" means spouse, de facto spouse, parent, guardian, natural or adopted child, and sibling (whether natural, or adopted by a parent), and whether or not they live in the same household as the employee.

5. Format and Structure

a. Each eligible person (clause 4b above i.e. the Entrant) can enter the Competition once only.

b. Follow the prompts that take you through to completion of the Competition. All fields must be validly completed in order for your entry into the Competition to be eligible:

i. Enter your first name

ii. Enter your last name

iii. Enter your email address – so we can notify you if you win

iv. Enter your phone number – so we can notify you if you win

c. Please note, by entering the Competition, you agree to these Terms and Conditions.

d. The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Conditions of Entry.

e. Incomplete, ineligible or incomprehensible entries will be deemed invalid. The Promoter reserves the right to verify the validity of entries and to disqualify any entry that is not in accordance with these Conditions of Entry.

6. Cheating, Abuse and Disorderly Behaviour

a. Any Entrant may be disqualified from this Competition at the discretion of the Promoter for any failure to comply with these Terms and Conditions or cheating in any way such as:

i. Using any cheats, hacks or other 3rd party "helper" applications or "bots" to simulate human interaction;

ii. Exploiting the application in any way or using the application in any way that circumvents the purpose and conditions of the Competition.

b. Abusive behaviour, including any use of harassing, negative, or profane language in Entrant submissions will not be tolerated and will also constitute grounds for immediate disqualification.

7. Judging

a. The Competition is based on a game of chance where the Prize Winner(s) will be chosen at random.

b. The Judges' of the Promoter decision is final and no correspondence will be entered into, unless prescribed by the Liquor and Gaming NSW.

c. The Prize Winner(s) of the competition will be notified by email and/or phone number. After the Promoter notifies the Prize Winner(s) of the Prize, all future correspondence will then be between the Prize Winner(s) and the Promoter.

d. The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any Entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms and Conditions.

e. The Promoter reserves the right to disallow any entry and/or refuse to award a Prize where false or misleading details have been given by the Entrant. The Promoter also reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the conduct of this Competition. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition.

8. Timings

a. There will be 1 chosen at random from Entrants who have entered between the Entry Period. The draw will take place on 21st December 2020 (AEDT time).

9. Prize Winner(s) Notification

a. 1 will be chosen at random following the closing of the Competition (as outlined in Section 8 – ‘Timing’) and the Prize Winner(s) will be notified by email and/or phone.

b. If the Prize Winner(s) cannot be contacted **within 90 days** of the listed date in clause 9(a) above, the Prize will be redrawn. The redraw will take place on 22nd March 2021.

10. Prizes

a. The prize winner(s) will win a signed Wallabies jersey. The total prize pool value is \$1,000.

b. All Prizes are non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for cash. Prizes cannot be used to purchase gift certificates or lay-buys nor can they be re-sold. Prizes must be taken as offered. No modifications or exchanges will be possible. The Promoter accepts no responsibility for any variation in the value, any additional taxes, performance or availability of any Prize.

c. In the event that for any reason whatsoever a Prize Winner does not take an element of the Prize at the time agreed by the Promoter then that element of the Prize will be forfeited by that Prize Winner and cash will not be awarded in lieu of that element of the Prize.

d. Once the Prizes have been arranged by the Promoter, changes to any offered travel, accommodation and other Prize arrangements must be made by and are at the expense of the Prize Winner.

e. In the event that for any reason whatsoever a Prize is unable to be provided by the Promoter, the winner(s) will be notified and the Promoter, in accordance with Liquor and Gaming NSW be allowed

to substitute the Prize with another Prize of equal value.

f. The Prize cannot be on-sold on auction websites, classifieds or by other method of re-sale.

g. The Prize cannot be used for any other promotions/competitions.

h. The Promoter reserves the right to vary the prize and/or these Terms and Conditions from time to time, in accordance with Liquor and Gaming NSW.

11. Publicity Release, Use of Personal Information

a. The Promoter will collect information (including personal information) from all entries and use it for the purposes of the Competition and for its purposes. Entrants consent to the Promoter disclosing information, including personal information, to third parties for the purposes of the Competition. All personal information provided by Entrants will be held by the Promoter in accordance with the Promoter's privacy policy.

b. By submitting an entry, Entrants agree to their entry being made available for public viewing. Entrants acknowledge and agree that the Promoters may at any time in its absolute discretion remove, modify or not display entries submitted for this Competition. This includes (without limitation) any entry which (in the sole opinion of the Promoter) is defamatory, contrary to public standards of decency or otherwise judged inappropriate or offensive.

c. The Promoter is not responsible or liable in any manner for any content or materials posted in relation to this Competition.

d. By accepting the Prize, the Prize Winner(s) consents to the Promoter using their details for promotional purposes.

e. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information 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 Competition upon notification.

f. The Promoter makes no representations or warranties as to the quality/suitability of any of the goods or services offered as Prizes. The Promoter is not liable for any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by it, or its agents, in connection with the arrangement for supply, or the supply, of any goods or services connected with this Competition.

g. If this Competition is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the Competition or to disqualify any individual who has tampered with the entry process.

h. Under Privacy law, Entrants may access personal information that the Promoter holds about them and seek correction of that information at any time. If Entrants no longer wish the Promoter to notify them of initiatives that the Promoter considers may be of interest to them, they may notify the Promoter by email: (event.research@dns.com.au). If Entrants choose this option, the Promoter

will destroy any personal information that it holds about them. The Entrants details will be held in accordance with the Promoters privacy policy. You can obtain a copy of the Promoter's privacy policy at its website: <http://www.sydney.com/privacy>

12. Exclusion of Liability

a. By registering for this Competition, each Entrant assumes sole liability for any personal injury and/or damage to property caused or claimed to have been caused to him or her (including but not limited to indirect or consequential loss) as a result of or in connection with participating in this Competition and/or any Qualifier or Prize Winner(s), as well as any personal injury suffered or sustained as a result of taking any Prize, except for any liability that cannot be excluded by law.

b. These Terms and Conditions do not affect, and are not intended to affect, any rights or remedies a consumer might have, which cannot be excluded under applicable consumer protection laws.

13. Governing Law and Jurisdiction

a. These Conditions of Entry are governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of its courts for the resolution of any dispute, difference, controversy or claim arising in connection with these Terms and Conditions and/or this Competition.