

NRL Hisense State of Origin Team Picker Competition Conditions of Entry

The following terms and conditions (the "Conditions of Entry") set out the contest rules for the NRL Hisense State of Origin Team Picker Competition, held by National Rugby League Limited.

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Item 1: Promotion	Hisense State of Origin Team Picker Competition
Item 2: Promoter	The promoter is the National Rugby League Limited (ABN 23 082 088 962) of Rugby League Central, Moore Park 2021.
Item 3: Promotion Period	The promotion for Hisense State of Origin Team Picker Competition begins 12/05/2021 at 5:30pm AEST and ends on 31/5/2021 at 8:00pm AEST.
Item 4: Promotion Type	Game of Skill.
Item 5: Prize and Total Prize Pool	 The Promotion will grant the following: 5 x winners for State of Origin Game 1;
	• 5 x winners for State of Origin Game 2; and
	• 5 x winners for State of Origin Game 3.
	The prize, per selected winner, is one (1) double pass consisting of two (2) Category A tickets to either Game 1, Game 2 or Game 3 of the 2021 Ampol State of Origin.
	The total prize pool is \$8070.00 (including GST).
	Entry (as defined below) into the Promotion is free of charge.
Item 6: How to Enter	To validly enter the Promotion (an "Entry"), Entrants must, during the Promotion Period:
	 (a) Visit <u>https://www.nrl.com/competitions/origin-legends-2021-hisense</u>; and (b) Answer in 25 words or less "Which ex-Origin legend you would bring back for the 2021 series"
	Incomplete, indecipherable or illegible Entries will be deemed invalid.
	Each Entry will be viewed by the Promoter and only Entries that the Promoter determines in its absolute discretion to be in accordance with these Conditions of Entry will be valid.
	Once an Entry is submitted, Entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter).

Item 7: Place, Date,	Fifteen (15) Entries will be judged as the winning entries.
Time and Method of Draw	A representative of Hisense will select each of the Entries that, in the opinion of that Hisense representative, best describes the reason of which ex-Origin legend would be best to play in this year's State of Origin.
	The draw will take place at 343 Ferrars St, South Melbourne, Victoria 3205 on the first business day after the end of the Promotion Period, beginning at 10:00am AEST.
Item 8: Re-Draw Date (if required)	7 th June 2021
Item 9: Reward	Eligible Entrants will be notified by email, using the email address set out in the
Notification	contact details provided in the Entrant's registered entry, that they have been successful. They will also be provided with details on how to receive their prizes.
Item 10: Redemption	
Method	Once notified, winning Entrants will be required to acknowledge receipt of the NRL's Reward Notification, within twenty four (24) hours of receiving such notification, in order to successfully redeem the prize. In the event the winning Entrant complies with all Conditions of Entry, the prize should be delivered to the winning Entrants email address set out in the contact details provided in their registered entry, within seven (7) days.
Item 11: Prize	The names of successful winning Entrants will be published on NRL.com for a
Publication	period of no less that twenty-eight (28) days.
Item 12: Unclaimed Prize Draw Details	If the winning Entrant fails to acknowledge receipt/respond to the Reward Notification, within twenty four (24) hours of that notification being sent by the Promoter, the prize will be forfeited, and another draw will take place to determine the winner of that prize using the same process as that used to determine the original winning Entrants.
	Every reasonable effort will be taken to contact the winning Entrant by the email address set out in the contact details provided in the Entrant's registered entry. If contact can't be made, the Promoter will retain the relevant prize for the appropriate time period until another winner of that prize is drawn. This process will continue until the prize is claimed.
Item 13: Permit	Not Required
Number	
Item 14: Restriction	To be eligible for the Promotion, Entrants must be:
to Entry	 Permanent Residents or Citizens of Australia; and Aged 18 years or above at the time of entry into the Promotion.
	The directors, employees and management of the Promoter, its related partners, suppliers, and agencies whom are directly associated with the conduct of this Promotion are ineligible to enter the Promotion.

Item 15: Special Conditions	1. By submitting an Entry, each Entrant agrees the Promoter shall own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its designees may exploit, edit, modify, and distribute the Entry and all elements of such Entry, including, without limitation, the names of the Entrant and other details provided (including the answers provided), any images submitted and likenesses of any persons or locations embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.
	 Entry into the promotion may not contain, as determined by the Promoter, in its sole discretion, any content that: is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity; promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message; is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted entries; defames, misrepresents or contains disparaging remarks about other people or companies; contains materials which violate the rights of third parties; contains materials which violate the rights of third parties; contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission; contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without permission; contains look-alikes of celebrities or other public or private figures, living or dead; communicates messages or images inconsistent with the positive images and/or good will to which the NRL wishes to associate, or any conflicting sponsors to the Promotior; and/or violates any laws, codes, policies or regulations.

- 1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this promotion constitutes acceptance of these Conditions of Entry.
- 2. The winners agree to comply with these Conditions of Entry, and any amended or varied terms for the Promotion available at <u>www.nrl.com</u>.
- 3. 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 any pandemic or epidemic or any technical or delivery difficulties, damage to prizes, 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 or the provision of any prizes.

- 4. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically submit an Entry for the Promotion repeatedly is prohibited and will render all Entries submitted by that Entrant invalid.
- 5. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant.
- 6. The Promoter does not accept any responsibility for late, lost or misdirected entries for this Promotion.
- 7. 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 to disqualify any Entrant who submits an Entry that is not in accordance with these Conditions of Entry or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 8. If a winning Entry is deemed not to comply with the Conditions of Entry of this Promotion, the Entry will be discarded and a new winner of the relevant prize will be determined by drawing a further valid Entry.
- 9. The Promoter's decision is final and no correspondence will be entered into.
- 10. If for any reason any winner does not take/redeem a prize by the time stipulated by the Promoter, the prize will be forfeited.
- 11. Subject however to any written directions from a relevant regulatory authority, the Promoter may conduct such further draws at the same place as the original draw(s) as are necessary to distribute any prizes unclaimed by the date of the re-draw. The names of winners of any re-draws will be published at <u>www.nrl.com</u>.
- 12. If a prize becomes unavailable for reasons beyond the Promoter's reasonable control, the Promoter will endeavour to provide a substitute prize of equivalent value and/or specification, subject to the written directions of any regulatory authority.
- 13. The Entrant provides this release to the NRL:

To the maximum extent permitted by law, the NRL is not liable to me or to any other person with me for (regardless of how or when the liability is caused, or by whom it is caused and regardless of whether such liability or claims are for negligence (excluding gross negligence), breach of contract, breach of statutory duty, or any other liability or claim recognised at law):

- (a) My death, injury to me, or the death of or injury to anybody else;
- (b) Damage to, destruction of, theft of, or unauthorised delivery up of, any of my property or equipment, whether authorised or not; or
- (c) Damage to, destruction of, theft of, or delivery up of any of my prize,

and in respect of all of the subject matter in each of (a), (b), and (c) above, the Entrant releases the NRL from any liability or claim which he or she does or might have, or which anybody else does or might have, or in the future might have or would have against the NRL.

- 14. The NRL does not make any warranty that the Promotion, or any services connected with the Promotion will be provided with due care and skill or that any materials or equipment provided in connection with the services (including any prize) will be fit for the purposes for which they are supplied. Entrants acknowledge that, to the extent that any warranty is implied by law, it is excluded to the full extent permitted by law.
- 15. The NRL acknowledges that each indemnity and exclusion of liability in this document is subject to any law which forbids that indemnity or exclusion of liability including the Australian Consumer Law (which is part of the *Competition and Consumer Act 2010* (Cth)) and the Fair Trading Act (or similar legislation) of each State or Territory of Australia. The NRL acknowledges that each indemnity and liability in this document is amended to the

extent that any right under the Australian Consumer Law and the Fair Trading Act (or similar legislation) of each State or Territory of Australia cannot be excluded.

- 16. Under the Australian Consumer Law (which is part of the Competition and Consumer Act 2010 (Cth)), several guarantees are implied into contracts for the supply of certain goods and services. The Entrant agrees that the application of all or any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (i.e. guarantees relating to the supply of services), the exercise of rights conferred by those provisions, and any liability of the NRL for a failure to comply with any such guarantees, are excluded. However, such exclusion is limited to liability for:
 - (a) death, physical or mental injury (including aggravation, acceleration or recurrence of such an injury of the individual);
 - (b) contraction, aggravation or acceleration of a disease of an individual; or
 - (c) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to the individual or the community or that may result in harm or disadvantage to the individual or the community.

This exclusion does not apply to significant personal injury suffered by the reckless conduct of the NRL.

- 17. Each release or exclusion of liability in this document is for the benefit of the NRL and held on trust by the NRL for each of its directors, officers, agents and employees so that each of them may enforce those provisions against the Entrant. The Entrant also acknowledges that the NRL may enforce each release and exclusion of liability in these Conditions of Entry against the Entrant on behalf of its directors, officers, agents and employees on the basis that the NRL is their agent or trustee.
- 18. The NRL will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this promotion or accepting or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 19. The Promoter collects Entrants' personal information in order to conduct the Promotion and may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. If the personal information requested is not provided, the Entrant may not participate in the Promotion. By entering the Promotion, unless otherwise advised, each Entrant also agrees that the Promoter may use or sub-licence the use of this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the Entrant, including sending the Entrant electronic messages, and telephoning the Entrant. Such personal information will be dealt with by the Promoter in accordance its privacy policy, which can be viewed at www.nrl.com. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update, opt-out or correct any personal information should be directed to the Promoter by contacting the Promoter at Rugby League Central, Driver Avenue, Moore Park, NSW 2021. All entries become the property of the Promoter.
- 20. 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 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.