



## 2022 NRL Magic Round & Swyftx Giant Human Claw Competition Conditions of Entry

The following terms and conditions (the “**Conditions of Entry**”) set out the contest rules for the 2022 NRL Magic Round & Swyftx Giant Human Claw Competition, held by National Rugby League Limited.

<b>Promotion</b>	The 2022 NRL Magic Round & Swyftx Giant Human Claw
<b>Promoter</b>	The promoter is the National Rugby League Limited (ABN 23 082 088 962) of Rugby League Central, Moore Park 2021.
<b>Promotional Partner/Prize Provider</b>	<ul style="list-style-type: none"><li>• <b>Anaconda Group Pty Ltd</b> (ABN 53 955 173 782) of Level 6, 111 Cecil St, Southern Melbourne, VIC, 3205.</li><li>• <b>Brisbane Economic Development Agency</b> (ABN 86 094 633 262) of Level 20, 69 Ann Street, Brisbane, QLD, 4000.</li><li>• <b>CUB Pty Ltd</b> (ACN 004 056 106) of 77 Southbank. Boulevard, VIC, 3006.</li><li>• <b>CW Media Pty Ltd</b> (ACN 606 548 298) of 44 Raglan Street, Preston, VIC, 3072.</li><li>• <b>DoorDash Technologies Australia Pty Ltd</b> (ACN 634 446 030) of Tower Two International Towers Sydney, Level 35, 200 Barangaroo Avenue, Barangaroo, NSW, 2000.</li><li>• <b>Harvey Norman Retailing Pty Limited</b> (ACN 010 542 524) of A1 Richmond Road, Homebush West, NSW 2140.</li><li>• <b>Hisense Australia Pty Ltd</b> (ACN 105 022 080) of 42 Lakeview Drive, VIC, 3180.</li><li>• <b>Swyftx Pty Ltd</b> (ABN 72 623 556 730) of Level 4/50 McDougall Street, Milton, QLD 4064.</li><li>• <b>Tourism and Events Queensland</b> (ABN 77 745 152 359) of Level 8, Green Square North Towner, 515 St Pauls Terrace, Fortitude Valley, QLD, 4006.</li></ul>
<b>Promotion Period</b>	<b>Start Date:</b> 00:01 AEST Friday 13 <sup>th</sup> May 2022 <b>End Date:</b> 23:59 AEST Sunday 15 <sup>th</sup> May 2022.
<b>Promotion Type</b>	Game of Chance
<b>Who may Enter (Entrants)</b>	To be eligible for the Promotion, Entrants must be: (a) Permanent Residents of Australia. (b) Aged 18 years or above at the time of Entry.



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	<p>(c) Hold a valid ticket to 2022 NRL Magic Round Brisbane delivered by KFC.</p> <p>(d) Be one of the first 207 people to attend the activation.</p> <p>The directors and management of the Promoter, its related partners (including the Promotional Partner, if any), its suppliers and agencies who are directly associated with the conduct of this Promotion are ineligible to enter the Promotion.</p>
<b>Promoter's Website</b>	<a href="https://www.nrl.com/competitions/swyftx/">https://www.nrl.com/competitions/swyftx/</a>
<b>Prize Details and Total Prize Pool</b>	<p>Subject to the conditions of entry, there will be 207 prizes offered across the 3-days of 2022 NRL Magic Round Brisbane delivered by KFC (69 prizes per day) and the maximum prize pool value of \$50,904.00 (including GST).</p> <p>Every Entrant will receive a prize (subject to availability of 207 prizes).</p> <p>Prize pool includes:</p> <ul style="list-style-type: none"><li>• 3 x \$5,000 in Bitcoin provided by Swyftx (RRP \$5,000 each) Swyftx will organise this directly with the 3 winners.</li><li>• 3 x 65" Hisense TVs (RRP \$1,000 each).</li><li>• 15 x VB Merchandise Packs (RRP \$500 each).</li><li>• 3 x \$200 Harvey Norman Vouchers (RRP \$200 each).</li><li>• 9 x \$100 Harvey Norman Vouchers (RRP \$1200 each).</li><li>• 3 x \$100 DoorDash Vouchers (RRP \$100 each).</li><li>• 18 x \$50 DoorDash Vouchers (RRP \$50 each).</li><li>• 42 x \$25 DoorDash Vouchers (RRP \$25 each).</li><li>• 15 x \$100 Anaconda Vouchers (RRP \$100 each).</li><li>• 30 x \$50 Anaconda Vouchers (RRP \$50 each).</li><li>• 12 x \$50 Chemist Warehouse Vouchers (RRP \$50 each).</li><li>• 3 x Double Passes to Story Bridge Climb (RRP \$338 each). Valid until 27/04/2025 and valid Monday – Friday.</li><li>• 6 x Double Passes to Nitro World Games (RRP \$250 each).</li><li>• 15 x Double Passes to 2022 State of Origin Brisbane (RRP \$238 each).</li><li>• 12 x Signed Premiership Jerseys (RRP \$599 each).</li><li>• 18 x Signed State of Origin Jerseys (RRP \$599 each).</li></ul>



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	Sign up for all elements of the Promotion is free.
<b>How to Enter</b>	<p>To validly enter the Promotion and be eligible to win a prize, an eligible winning entrant must:</p> <ul style="list-style-type: none"><li>a) Participate in the 2022 NRL Magic Round &amp; Swyftx Giant Human Claw at Suncorp Stadium from Friday 13<sup>th</sup> May – Sunday 15<sup>th</sup> May. Participation is subject to 69 Entrants per day.</li><li>b) One (1) Entry only is permitted per person.</li></ul>
<b>How to Win</b>	<p>The Promotion is a game of chance. Each Entrant will act as a human clause over the activation pit and must collect one (1) numbered NRL inflatable ball from the ball bit of the 2022 NRL Magic Round &amp; Swyftx Giant Human Claw.</p> <p>Each numbered ball relates to a specific prize on the prize wall at the activation. Participants will be awarded the prize for their numbered selected. Each Entrant is a winner (subject to the 207 prizes available).</p>
<b>Place, Date, Time and Method of Draw</b>	The prizes will be drawn at Suncorp Stadium between 00:01 AEST Friday 13 <sup>th</sup> May 2022 and 23:59 AEST Sunday 15 <sup>th</sup> May 2022.
<b>Reward Notification and Redemption Method</b>	<p>The winning Entrants will be notified immediately of their selected prize depending on what number ball they select. Each number relates to a specific prize on the prize wall at the activation.</p> <p>Depending on the nature of the prize, it will either be provided to the winner on the spot, or alternatively, the winners name, phone number, email address and postal address will need to be provided so that the prize can be sent to them post the event.</p>
<b>Prize Publication</b>	N/A.
<b>Unclaimed Prize Draw Details</b>	N/A.



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<b>Redraw date (if necessary)</b>	N/A.
<b>Special Conditions</b>	<p>By submitting and participating in the Promotion, each Entrant agrees the Promoter will own the Entry submitted (including the copyright thereto and all rights embodied therein) and that it and its affiliates may exploit, edit, modify, and distribute the elements of the Entry, including, without limitation, the names of the Entrant and other details provided, any images/footage/media content taken at the activation, worldwide, in perpetuity without compensation, permission or notification to Entrant or any third party.</p> <p>Entry into and participation in the Promotion may not contain, as determined by the Promoter, in its sole discretion, any content that:</p> <ul style="list-style-type: none"><li>• is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;</li><li>• 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;</li><li>• is obscene or offensive; endorses any form of hate or hate group;</li><li>• appears to duplicate any other submitted entries;</li><li>• defames, misrepresents or contains disparaging remarks about other people or companies;</li><li>• contains materials which violate the rights of third parties;</li><li>• contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;</li><li>• 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;</li><li>• contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without</li></ul>



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	<p>limitation, celebrities and/or other public or private figures, living or dead, without permission;</p> <ul style="list-style-type: none"><li>• contains look-alikes of celebrities or other public or private figures, living or dead;</li><li>• 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 Promotion; and/or</li><li>• violates any laws, codes, policies or regulations.</li></ul>
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By submitting a valid Entry, the Entrant acknowledges and agrees to be bound by the Conditions of Entry.

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 [www.nrl.com](http://www.nrl.com).
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. To the extent permitted by law, no compensation will be payable if, for any reason, a winner is unable to use a prize as stated.
5. 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.
6. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant.



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7. The Promoter does not accept any responsibility for late, lost or misdirected entries for this Promotion.
8. 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.
9. 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.
10. The Promoter's decision is final and no correspondence will be entered into.
11. If for any reason any winner does not take/redeem a prize by the time stipulated by the Promoter, the prize will be forfeited.
12. Subject to any written directions from a relevant regulatory authority, the Promoter may in its discretion 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 [www.nrl.com](http://www.nrl.com) in accordance with these Conditions of Entry.
13. Spending money, meals and all other ancillary costs incurred as a result of or in relation to taking, redeeming, purchasing or using a prize (including, without limitation, transport to and from any event, entry into that event, accommodation costs, the costs of flights and/or airport taxes and transfers, where applicable) are not included as part of the Promotion or any prizes or rewards and remain the entire responsibility of the winning Entrants.
14. No element of any prize is exchangeable. Prizes cannot be taken as cash.
15. 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.
16. Upon entering any venue in connection with the prize, including any location of any NRL match or activity in respect of which tickets for entry formed a component of the prize



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provided for a winning Entrant of this Promotion, the Entrant provides this release to the Promoter, event organisers and suppliers, any Promotion Partner and their respective directors, officer, employees and agents (together, "other Organisers"):

*To the maximum extent permitted by law, the Promoter and other Organisers are 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 with me;*
- (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 clothing or other personal items, including any prize won as part of a promotion by the Promoter,*

*and in respect of all of the subject matter in each of (a), (b), and (c) above, I release the Promoter and the other Organisers from any liability or claim which I do or might, or which anybody with me does or might have, or in the future might have or would have against the Promoter or the other Organisers.*

17. The Promoter 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.
18. The Promoter acknowledges that each indemnity and exclusion of liability in these Conditions of Entry 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 Promoter acknowledges that each indemnity and liability in these Conditions of Entry 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.



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19. 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 Promoter, the Promotional Partner (if any) and the other Organisers 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 Promoter.

20. Each release or exclusion of liability in these Conditions of Entry is for the benefit of the Promoter, the Promotional Partner (if any) and each of the other Organisers and held on trust by the Promoter for each of the Promotional Partner (if any) and other Organisers so that each of them may enforce those provisions against the Entrant. The Entrant also acknowledges that the Promoter may enforce each release and exclusion of liability in these Conditions of Entry against the Entrant on behalf of any of the Promotional Partner (if any) and other Organisers on the basis that the Promoter is their agent or trustee.

21. The Promoter 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).





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22. The Promoter collects Entrants' personal information in order to conduct the Promotion and entry into the Promotion is conditional on the provision of this information by an Entrant and the Promoter may, for this purpose, disclose such personal information to third parties, including but not limited to agents, contractors, service providers, ticket agencies, the Promotional Partner and other 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 and any third parties authorised by the Promoter, including the Promotional Partner, may use this personal 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, unless, in each case the Entrant withdraws their consent to the use of their information in this manner. The Promoter's collection and use of personal information will be in accordance with the Privacy Act 1988 (Cth) and the Promoter's privacy policy which can be viewed at [www.nrl.com](http://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.
23. Entrants consent to the Promoter and Promotional Partner (if any) 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 or Promotional Partner (if any).
24. If the Promotion is promoted on social media, then the promotion is in no way sponsored, endorsed or administered by, or associated with that social media channel, including Instagram or Facebook. Entrants are providing information to the Promoter and not to the social channel, including Instagram or Facebook.