

Network 10

10 News First | A-League Competition 2022-23

Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into the 10 News First | A-League Competition 2022-23 (“Competition”) is deemed acceptance of these terms and conditions.

Eligibility to Enter

2. Entry is open to all residents of NSW, aged 18 years and above. However, employees and the immediate families of Network Ten Pty Limited (the “Promoter”) and their associated agencies and companies or any organisation or individual associated with the provision of the prize(s) are not eligible to enter. Entrant must be residing in Australia at the time of entry, or their entry may be deemed invalid.

Competition Period

3. The Competition commences on **Wednesday, 12 October 2022 at 17:00** and closes **each Friday at 09:00 AEDT** until the **Friday prior to the last advertised Isuzu Ute A League game in approximately May 2023** (“Competition Period”).

Period	Entry Period Open at 17:00	Entry Period Close at 09:00 AEDT	Judging Date at 09:00 AEDT
1	Each Wednesday from Wednesday, 12 October 2022 at 17:00 in the advertised State.	Each Friday at 09:00 AEDT from Friday, 14 October 2022 until the last advertised Isuzu Ute A League game in approximately May 2023	Each Friday at 09:01 AEDT from Friday, 14 October 2022 until the last advertised game in approximately May 2023

4. The Competition will be advertised on, but not limited to, Network 10 and www.10play.com.au.

How to Enter

5. To participate in the Competition entrants must:
 - a. Watch 10 News First Wednesday or Thursday from 17:00 on 10 for the nightly Code Word advertised in the State where the weekend Isuzu Ute A League game will be played during the Competition Period. Code Words may be advertised on 10play.com.au or 10’s social media accounts at their discretion. **Game announcements can be found at @10Football Facebook account;**
 - b. Log on to 10play.com.au/win and register their details in order to submit an entry. Specific details may vary and may include (but not limited to) Code Word, first name, last name, post code, phone number, email address, gender, and date of birth, to become a 10 Play member and submit an entry;
 - c. Tell us in 25 words or less “Who would you take to the game and why?”; and
 - d. Check your email inbox on the following Friday to see if you have been selected as a winner.

6. It is free to become a 10 Play member, however, the cost of accessing the promotional website is dependent on the entrant's individual service provider. These Terms and Conditions apply in conjunction with the 10 Play members rules at 10play.com.au/terms-of-use.
7. This is a game of skill; chance plays no part in determining the Winner. Each entry will be individually judged based on its creative merit to determine the most 'genuine' and 'passionate' answer as determined by the judges. The judges' decision in relation to any aspect of the competition will be final and binding on every person who enters. No correspondence will be entered into.
8. Incomprehensible and incomplete entries will be deemed invalid.
9. Entrants who have won a Major Prize in any Network 10 competition in the past 12 months are not eligible to win a prize in this Competition, excluding SA who are eligible to win more than once.
10. A limit of one online entry per 10 Play member per day applies. However, each entry must be significantly different to any previous entry. One 10 Play membership per person applies.
11. Entries must be received by the times specified in Clause 3 to be included in the corresponding Prize Judging. Each valid entry received over the duration of the Competition Period will be entered into the corresponding Prize Judging.
12. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost, or misdirected entries due to technical disruptions, network congestion or for any other reason.
13. The Promoter is entitled to use any of the entries submitted in any manner and for any purpose at their absolute discretion, including promotional (i.e. social media), marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of the submitted entry.
14. Entries must not include any third-party intellectual property (such as a logo). If the entry or any part of the information provided to the Entrant in relation to the entry was provided by a third party, the Entrant warrants they have obtained the relevant copyright permission to submit the entry for the purposes of this promotion. The entrant agrees to indemnify the Promoter against all claims and costs by third parties arising from a breach of the warranty set out in this condition.
15. Entrants must not submit an entry that could be considered offensive, insensitive, defamatory, or racist. Entries must not include swearing, inappropriate behaviour, or language. Any entry which the judges, at their discretion, deem inappropriate, incomprehensible, and incomplete will be invalid. The entrant agrees to indemnify the Promoter.
16. The account holder is responsible for any activity and/or entries that have been submitted using their device (E.g. Phone, computer, tablet etc). It is the account holder's sole responsibility to control any and all access to their device. The Promoter is responsible for conducting the judging of entries, and will not be responsible for any loss, damage or costs incurred as a result

of failure to comply with this. Entrants must not use another's device without express permission from the account holder.

Rights and Release

17. By entering into the Competition, you:

- a. Consent to the Promoter using your entry in any manner and for any purpose at their absolute discretion without any further reference or payment or other compensation to the entrant, including communication of the entry video or photo in any media (now existing or hereafter devised) throughout the world in perpetuity which may include Broadcast on Channel 10, Channel Bold or Channel Peach, publication on the Promoter websites, social accounts, promotional, marketing and publicity purposes;
- b. Consent to the Promoter editing the entry in any way;
- c. Grant to the Promoter the right to use your name, image, and likeness in connection with the entry and the Competition;
- d. Assign to the Promoter, by way of present and future assignment of existing and future rights, all rights in all material created by in connection with the entry immediately upon their creation and grant to the Promoter a worldwide, royalty free, exclusive, irrevocable licence to exploit the entry;
- e. Consent to such acts that might otherwise infringe your moral rights in respect of all material created under these Terms & Conditions of Entry and you agree that the Promoter is not required to credit you in its exploitation of the entry.

18. In consideration for the Promoter awarding the prize to the Prize Winners ("Winners"), each Winner hereby permits that their image and/or voice, as recorded, photographed, or filmed during the Winner's participation in the prize to appear in connection with Network 10 or the advertising or marketing thereof, in any media whatsoever through the world and the Winner will not be entitled to any fee for such use.

Prize Judging

19. The Prize Judging will be held as per Clause 3 at Network 10 at 1 Saunders Street, Pyrmont NSW 2009. The Winners will be the entrants who, in the sole opinion of the judges, have submitted the most 'genuine' and 'passionate' answers, as specified in Clause 7. Each Prize Winner will be notified by email on the day of the judging. The method of Winner notification will be dependent on the contact information that is available for the Major Prize Winner. The Winners' details will be published on the 10 Play website at 10play.com.au within two (2) business days of each prize judging subject to validation.

20. An entry that is made on behalf of an entrant by a third party will be invalid.

21. Each winner must claim their prize via email by 14:00 AEDT on the day of the judging and if required, an unclaimed prize judging will take place at Network 10 at 1 Saunders Street, Pyrmont, NSW 2009 on the same day at 14:01 AEDT. The unclaimed prize winner/s will be notified of their prize via email and will be published on the 10 Play website at 10play.com.au within two (2) business days of the unclaimed judging, subject to validation.

22. 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 Terms and Conditions or who tampers with

the entry process. Error and omissions will 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.

Prize Details

23. There will be Two (2) Prize Winners judged each week that an Isuzu A League game is played, who will win the following prize:

Number	Major Prize Details	AUD Value
Two (2) x Winners per game advertised	<ul style="list-style-type: none"> • Four (4) x tickets to the Saturday (or Sunday) Isuzu Ute A League Game in the advertised State. • Reference the @10Football Facebook account, where the teams playing in the Saturday or Sunday game broadcast will be announced. Valued at up to \$50 each. • Each ticket is either a Silver or Gold Category ticket and will be distributed at the discretion of the Promoter. 	\$200.00
TOTAL PRIZE VALUE AT - AUD		\$400.00

- 24. The weekly Prize Pool is valued at up to **\$400.00** (including GST and delivery costs). The Promoters accept no responsibility for change in prize value between now the ultimate prize redemption date.
- 25. Each prize will consist of four (4) x adult tickets valid only to the allocated day of the Isuzu Ute A League game. Winners cannot select which day they wish to attend.
- 26. Tickets will be emailed to each winner on the Friday prior to the Saturday (or Sunday) game. It is the responsibility of the winner to check their email to see if they are a Winner.
- 27. Any ancillary costs associated with redeeming the prize are not included. These are the responsibility of the Winners.
- 28. All prizes are non-transferrable. No cash alternative is available for any prize. Prizes must be taken as offered. Any prize, unused portion of any prize, or portion of the prize Winner is not entitled to, are not exchangeable or cannot be redeemed as cash. Prizes cannot be used in conjunction with any other special offer. Prize values are in Australian dollars. The Promoter accepts no responsibility for any variation in the prize values. Prize Winner are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize.
- 29. In acceptance of the prize, the Winner/s acknowledges that they may incur ongoing costs associated with the prize which are the entire responsibility of the Winner. Delivery fees may apply.

30. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any directions given under State Regulation.
31. The Promoter is neither responsible nor liable for any damaged, delayed or lost in transit in the delivery of the prizes.
32. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
33. It is a condition of accepting the prize that the Winner/s must comply with all the conditions of use of the prize and the prize supplier's requirements. The Winner and their companion/s must abide by the Isuzu Ute A League Ticket Terms of Use at <https://premier.ticketek.com.au/shows/Show.aspx?sh=AUFC0422>.
34. In the event that for any reason whatsoever the Winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Winner and cash will not be awarded in lieu of that element of the prize.
35. Personal information about all prize Winners will be shared with the prize provider, and their agents, to the extent necessary for prizes to be delivered to the prize Winners.
36. If the Prize Winner/s does not provide proof of meeting the age restriction and other valid entry requirements, the Prize will be forfeited in full, and the Winner will have no further claim. The Promoter reserves the right at any time, even after publishing winner's details, to reallocate the prize if the Winner/s does not provide such proof. A re-judging will be held to award the Prize/s to a valid entrant/s.
37. The Prize will be awarded to the person named in their contestant entry. Should an entrant's contact details change during the Competition Period it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
38. It is a condition of accepting the prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
39. Should the Winner not meet any of the criteria stated in these terms and conditions to be a valid Winner they will forfeit all rights to the prize, and a re-judging will take place to reallocate the prize to a valid Winner.
40. By accepting the prize, the Winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed, and photographed, filmed and/or chaperoned throughout the duration of the prize. The Winners also agree to the potential use of their image or video footage being used for promotional purposes.

Standard Clauses

41. If for any reason any aspect of this promotion is not capable of running as planned, including due to war, terrorism, state of emergency, pandemic, COVID-19, or any other kind of disaster, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in their sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the promotion and/or a prize, subject to any written directions from a relevant regulatory authority.
42. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a Winner, the Winner will be notified in accordance with these terms and conditions. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the Winner signs any such legal documentation.
43. 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 State 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 their respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and:
(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 Promoters) 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) any tax liability incurred by a Winner or entrant; or (f) use of the prize.
44. If this competition 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, 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, as appropriate, subject to government legislation.
45. All entries become the property of the Promoter. The Promoter collect personal information about you to enable you to participate in this promotion, but no further use of this information will be made without prior consent.
46. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the

phone user or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this Competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

47. You consent to The Promoter collecting your personal information for the purpose of conducting and promoting this Competition (including but not limited to determining and notifying the Winner and prize fulfilment). Your personal information may be disclosed to a third party as a result of entering this Competition, including but not limited to Ansible Pty Ltd. Your personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements The Promoter will only publish the Winner's surname, initial and State. A request to access, update or correct any information should be directed to the Promoter. If you are not willing for this to occur, you cannot participate in the promotion.
48. The Promoter is bound by the Australian Privacy Principles (APPs) in the Privacy Act 1988 (Cth) and by entering the Competition, you (the entrant) are taken to consent to Network Ten Pty Limited's privacy policy which contains information, amongst other things, about how you may access personal information that is held by Network Ten Pty Limited about you and seek correction of such information. See <https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights> to view Network Ten Pty Limited's APP Privacy Policy in full. Our APP Privacy Policy also contains information about how you may complain about a breach of the APPs, or a registered code that is binding on our organisation and how Network Ten Pty Limited will deal with such complaints. We may disclose your personal information to related entities and third-party service providers outside Australia.
49. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.