### Network 10

## CommBank Matildas v Brazil Competition

# Terms and Conditions

1. Information on how to enter forms part of the terms of entry. Entry into CommBank Matildas v Brazil Competition ("Competition") is deemed acceptance of these terms and conditions.

## **Eligibility to Enter**

- 2. Entry is open to all residents of Australia, aged 18 years and older. 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.
- 3. If the Prize Winner ("Winner") is unable to attend the prize detailed in clause 29, they will be deemed invalid, and therefore will forfeit the prize in full and a re-judging will take place as specified in clause 28 of these terms and conditions.

## **Competition Period**

- 4. The Competition commences on Monday, 18 November 2024 at 20:00 AEDT and closes on Sunday, 24 November 2024 at 23:59 AEDT ("Competition Period").
  - 5. The Competition will be advertised on, but not limited to, Network 10 and <u>www.10play.com.au</u>.

### How to Enter

- 6. To participate in the Competition entrants must complete the following requirements:
  - 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), first name, last name, postcode, phone number, email address, gender, and date of birth, to become a 10 Play member and;
  - ii. Answer in 25 words or less, "who your favourite Matildas squad member is and why"".
  - Tick the check box confirming they can fly to Brisbane, leaving Thursday 28<sup>th</sup> Nov 2024 to attend the event
- 7. 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 Members rules.
- 8. Entries will only be considered valid if they meet the requirements of clause 6 ("Valid Entry").
- 9. This is a game of skill; chance plays no part in determining the Winner. Each entry will be individually judged based on creative merit to determine the most genuine, passionate, and worthiest 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.
- 10. Incomprehensible and incomplete entries will be deemed invalid.

- 11. 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.
- 12. Entrants may only submit one entry per day. Any additional entries submitted will be deemed invalid for that day and only the first entry made will be considering in the Prize judging.
- 13. Entries must be received by **Sunday, 24 November 2024 at 23:59 AEDT** to be included in the Prize Judging. Each valid entry received over the duration of the Competition Period will be entered into the Prize Judging.
- 14. The time of entry will in each case be the time the online entry is received by The Promoter. The Promoter accepts no responsibility for any late, lost, or misdirected entries due to technical disruptions, network congestion or for any other reason.
- 15. Entrants warrant to the Promoter the entry submitted is an original work of the Entrant that does not infringe the rights of any third parties.
- 16. 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.
- 17. Entrants must not submit an entry that could be considered offensive, insensitive, defamatory, or racist. Entries must not include swearing, inappropriate behaviour or language, MA or R rated images, vision, or audio. Any entry which the judges, at their discretion, deem inappropriate, incomprehensible, and incomplete will be invalid. The entrant agrees to indemnify the Promoter.
- 18. 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**

- 19. 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 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. Grant to the Promoter the right to use your name, image, and likeness in connection with the entry and the Competition;

- c. 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 are not required to credit you in its exploitation of the entry.
- 20. In consideration for the Promoter awarding the Prize to the Prize Winner (s) ("Winner"), the Winner hereby permits the Winner's 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**

- 21. There will be **One (1) Prize Winner** judged from all entries received throughout the Competition Period who will be selected by a judging panel at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 on **Monday, 25 November 2024 at 10:00 AEDT.**
- 22. The Promoter reserves the right to judge additional reserve entries (and record them in order), in the event that an invalid entry is judged, or an entrant judged is ineligible.
- 23. The Winner will be the entrants who, in the sole opinion of the judges, have submitted the most genuine, passionate and worthiest entry.
- 24. The Prize Winner will be notified in writing and/or via a phone call on the day of the prize judging by Ansible Pty Ltd. The Winner details will be published on the 10 Play website at 10play.com.au from **Wednesday, 27 November 2024** subject to validation.
- 25. An entry that is made on behalf of an entrant by a third party will be invalid.
- 26. Ansible Pty Ltd will contact the Winner via email and or phone and will provide them with an email to use to contact Ansible Pty Ltd to accept their Prize. It is the responsibility of the entrant to check if they have been contacted as a Winner. The Winner is to contact Ansible Pty Ltd at the email address provided with acceptance of the Prize. In the event this process does not result in the Prize being awarded, an unclaimed Prize judging will take place as per the details set out in clause 28 below.
- 27. 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.
- 28. As this prize is event based, if the original winner has not been able to be contacted by 17:00 AEDT on Tuesday, 26 November 2024 and has not contacted Ansible Pty Ltd to claim their prize by this time, the initial winner's prize will be forfeited. There will be a re-judging at 17:30 AEDT on Tuesday, 26 November 2024 at Ansible Pty Ltd, Level 3, 100 Chalmers Street, Surry Hills NSW 2010 and the initial winner will have no claim. The unclaimed prize Winner will be notified of their prize by phone or in writing via email on the day of the re-judging and the Winner's details will be published on the 10 Play website at 10play.com.au from Friday, 29 November 2024 subject to validation.

## **Prize Details**

29. There will be **One (1) Prize Winner** judged from all entries received. The Prize Winner will receive the following:

Prize	Detail	Cost
One (1) x Prize	Winner will receive the below, for themselves and three companions:	\$7,500.00
	Four (4) x Return flights from winners nearest major airport to Brisbane, leaving Thursday 28 <sup>th</sup> Nov 2024 (up to \$5,000)	
	Two (2) x Twin bed or King room (pending availabilities) at a hotel in Brisbane for two nights (up to \$1,000.00)	
	Four (4) x Tickets to see Matildas Vs Brazil game at Suncorp Stadium on Thursday 28 <sup>th</sup> Nov 2024 (RRP \$200)	
	Four (4) x private tour which takes place alongside the Field of Play for the match between the CommBank Matildas and Brazil, escorted by a member of Football Australia staff. You'll get to observe our CommBank Matildas during their warm-up ahead of their match, before heading up to your seats to watch all of the action (up to \$1,000)	
	** Prize also includes Travel via Uber Vouchers for use to and from airport, accommodation, and Suncorp (up to \$300)	
	Total AUD (inc. GST)	\$7,500.00

- 30. The total Prize Pool is valued at **\$7,500.00** (incl gst). The Promoters accept no responsibility for change in Prize value between now the ultimate Prize redemption date.
- 31. The Prize travel must be completed on the dates stipulated in clause 29 above. All bookings are subject to availability at time of booking and is based on four (4) people sharing two (2) twin/king rooms. The accommodation awarded is at the discretion of the Promoter.
- 32. The airfare portion of the prize may be forfeited and replaced with an alternative mode of transport based on where the winner is located. The Promoter will organise this with the Winner once they are contacted and notified of their prize.
- 33. Prize inclusions and details are correct as of Friday 8 November 2024, however subject to change without advance notice.

- 34. The Winner and their companions must be 18 years or older at the time of the event and be able to complete the prize on the dates stipulated in clause 29. If a winner is unable to attend, they will be deemed invalid, forfeit the prize in its entirety and a re-judging will take place.
- 35. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the Promoter's requirements.
- 36. Unless specified, the Winner and their travelling companions are responsible for all other expenses incurred including but not limited to taxes, transport, accommodation, meals, beverages, travel insurance, excess baggage, and items of a personal nature are the sole responsibility of the entrant.
- 37. The Prize Winner and their travelling companions may extend their stay at an additional cost.
- 38. The specified accommodation is subject to availability at the time of booking and the choice of accommodation awarded, is at the Promoter's discretion. Alternatives may be offered dependent on availability. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal or greater value.
- 39. Once confirmed in writing, travel dates and names of those travelling are not changeable without incurring extra fees. The Promoter does not accept responsibility for any fees incurred as a result of any changes made and these costs will be borne by the Winner and their companions.
- 40. The Winner and their travelling companions must travel at the same time and must depart from the same capital city.
- 41. The Winner, or their travelling companions, may be required to provide a credit card in order to check-in at the accommodation for a security deposit, and to cover any incidental charges.
- 42. Air tickets are economy class and available on the regular scheduled services of each airline and are subject to seasonal embargos. The Promoter has the right to determine the airline carrier at its discretion. In the event that a Winner requests a specific carrier, not offered by the Promoter, any subsequent or additional fees and taxes, if applicable will be the responsibility of the Winner. Flight itinerary may have to be adjusted depending on the airline's departure city and their current flight schedule. Frequent Flyer points are not available from any airline. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the Winner or any travelling companion as a result (including accommodation costs) will be the responsibility of the Winner.
- 43. It is a condition of accepting the prize that the Winner and travelling companions must comply with all the conditions of use of the prize and the prize supplier's requirements.
- 44. Any ancillary costs associated with redeeming the Prize are not included. These are the responsibility of the Winner.

- 45. 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 Promoters accept no responsibility for any variation in the Prize values. Prize Winner is advised that tax implications may arise from their Prize winnings, and they should seek independent financial advice prior to acceptance of their Prize.
- 46. In acceptance of the Prize, the Winner acknowledges that they may incur ongoing costs associated with the Prize which are the entire responsibility of the Winner.
- 47. If the Prize is unavailable, for whatever reason, the Promoter reserve the right to substitute the Prize for a Prize of equal or greater value, subject to any directions given under State Regulation.
- 48. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the Competition result.
- 49. It is a condition of accepting the Prize that the Winner must comply with all the conditions of use of the Prize.
- 50. In the event that for any reason whatsoever a 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.
- 51. Personal information about the Winner will be shared with the Promoter and their agents, to the extent necessary for the promoters to organise prize fulfillment.
- 52. If the Winner 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.
- 53. 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.
- 54. 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.
- 55. 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.
- 56. 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 Winner also agrees to the potential use of their image or video footage being used for promotional purposes.

#### **Standard Clauses**

- 57. 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.
- 58. 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.
- 59. 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 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.
- 60. 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.
- 61. All entries become the property of the Promoter.
- 62. 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 are 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.
- 63. 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.

- 64. 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 <a href="https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights">https://www.cbsinteractive.com/legal/cbsi/privacy-policy/network-10-highlights</a> 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.
- 65. The Promoter is Network Ten Pty Limited (ABN: 91 052 515 250) of 1 Saunders Street, Pyrmont NSW 2009.