

“Aussie Broadband Deck Customer Ticket Upgrade” PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Victorian residents aged 18 years or over. All deck upgrades that are won are only for games in Victoria.
3. Entry is open to eligible existing Aussie Broadband customers who purchase Melbourne Stars BBL tickets using the promo code **AUSSIEBBL** to have their ticket upgraded to the Aussie Broadband Deck.
4. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, de facto partner, child (including foster child), parent, grandparent, grandchild, sibling, child, parent, grandparent, grandchild or sibling of your spouse or de facto partner.
5. Entries into the promotion open on 30/11/2021 and close at 11:59pm AEDST on 17/01/2022 (**“Promotional Period”**).
6. To enter, individuals must use the promotional code when purchasing tickets to any of the Melbourne Stars BBL Home games. Eligible games are on the 03/01/2022, 10/01/2022, 16/01/2022 and 19/01/2022 (**“Initial Entry”**).
7. A maximum of one (1) prize may be won by an individual and a maximum of 10 tickets will be drawn per game.
8. Incomplete or indecipherable entries will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

10. All draws will take place at Aussie Broadband, 3 Electra Avenue, Morwell VIC 3840 at 2:30pm AEDST, 2 days prior to each game listed above. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published at <https://www.aussiebroadband.com.au/lp/melbourne-stars/> from 31/12/2021.

11. The Promoter's decision is final and no correspondence will be entered into.

12. PRIZES & APPROXIMATE RETAIL VALUES ("ARV")

Total Prize Pool Value - \$6,000

There is a total of 40 prizes totalling \$6,000 inclusive of GST.

The prizes include an upgrade from the ticket purchased to the Aussie Broadband Deck.

13. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem the prize by the time stipulated by the Promoter, then the prize will be forfeited.

14. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

15. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

16. A draw for any unclaimed prizes may take place at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing via email or by phone within two (2) business days of the draw and their name will be published at <https://www.aussiebroadband.com.au/lp/melbourne-stars/> from 31/12/2021.

17. 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.

18. 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 technical difficulties, 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, as appropriate.

19. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

20. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.

21. 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 States 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 its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 Promoter) 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 Major Prize or an Instant Daily Prize.

23. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.aussiebroadband.com.au/legal/>. In addition to any use that may be outlined in the

Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

24. The Promoter is Aussie Broadband Limited (ABN 29 132 090 192) of 3 Electra Ave, Morwell VIC 3840, telephone 1300 880 905.