

"Aussie Broadband – BBL Ultimate Match Day Upgrade Competition PROMOTION

Schedule to Terms & Conditions of entry

Promotion name	BBL Ultimate Match Day Upgrade Competition
Eligible States/Territories	Victoria
Promotion period	Start: 16/12/2022 AEST End: 17/01/2023 11:59 PM AEST No entries will be accepted outside this time.
Website address	www.aussiebroadband.com.au/lp/melbourne-stars
Promoter	Aussie Broadband Limited ABN: 29 132 090 192 3 Electra Avenue. Morwell VIC 3840
Eligible entrants	Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements and are 18 years of age or older. 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.
Details of prizes	The prize includes: 2 x Stars Lounge Tickets \$195 each and Melbourne Stars Merchandise Pack
Total number of prizes	7 prizes for 1 winner
Total prize value (ARV)	Total prize pool (inc GST): \$1134
How to enter	To enter, an entrant must do: Enter via the form on the website (www.aussiebroadband.com.au/lp/melbourne-stars) with name, email, phone number, suburb, postcode and whether they are an existing customer.
Maximum number of entries	There is a limit of 1 entry per person.
Prize draw	The prize draw will take place 11:00 AM AEST on 18 th January 2023. Location of draw: 500 Collins Street, Melbourne VIC 3000
Notification of winners	Winners will be notified via email no later than 18 th January, 2023
Publication of winners	The winners of all prizes will be published here: www.aussiebroadband.com.au/lp/melbourne-stars on 18/01/2023
Unclaimed prize draw	An unclaimed prize draw will take place 11:00AM AEST on 17 th February, 2023 Location of draw: 500 Collins Street, Melbourne VIC 3000
Notification of unclaimed prize winners	Unclaimed prize winners will be notified via email no later than 17 th February, 2023
Publication of winners from unclaimed prize draw	The winners of all unclaimed prizes will be published here: www.aussiebroadband.com.au/lp/melbourne-stars on 19/02/2023
Permit number/s	Authorized under Victorian legislation

Aussie Broadband Competition PROMOTION

Terms & Conditions of entry

1. The Promoter is Aussie Broadband Limited (ABN 29 132 090 192) of 3 Electra Ave, Morwell VIC 3840, telephone 1300 880 905.
2. Information on how to enter and prize details form part of these terms & conditions (Terms of entry). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of Entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of Entry.
3. Entry is open only to legal residents of the Eligible States/Territories who satisfy the How to enter section in the schedule.
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. This competition is governed by Australian law. This competition is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. No purchase is necessary to enter or win. A purchase will not improve your chances of winning.

HOW TO ENTER

6. This Competition is a game of chance. The Promotion will be conducted during the Promotion period set out in the Promotion period section in the Schedule.
7. To enter, individuals must then visit the website listed in the Website address section in the Schedule. The entrants must follow the steps in the How to enter section in the schedule during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid. (**"Initial Entry"**).
8. The Prize/s are specified in the Details of prizes section of the Schedule and listed in more detail below:
2 x Stars Lounge Tickets \$195
Stars Merch Pack including:
 - Signed Jersey \$250
 - Signed Cricket Bat \$250
 - Sign Team Cap \$80
 - 1 x night stay for 2 people at the Olsen Hotel \$359
 - Pitch walk on the MCG
 - Meet and greet with Stars team members

PRIZES & APPROXIMATE RETAIL VALUES ("ARV")

9. The total prize pool is specified in the Total prize value section of the Schedule.
10. A maximum of seven (7) prizes may be won by (one) (1) individual. 1 major prize.
11. Odds of winning depend on the number of eligible entries received during the Competition Entry Period.
12. Any prize is valued in Australian dollars unless expressly stated to the contrary.
13. 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.
14. The time of entry will be deemed to be the time the entry is received by the Promoter.
15. Entrants may submit up to the Maximum number of entries (if applicable).

16. The major prize draw will take place at the location and time as stated in the Prize Draw section in the Schedule ("**Major Prize Draw**") in the presence of an independent scrutineer (where required). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
17. The winner will be notified via email and telephone as stated in the Notification of winners section in the Schedule. Their name will be published as stated in the Public announcement of winners section in the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed. The winner has 30 days to claim the prize before a redraw.
18. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.
19. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
20. The winner does not need to be present at the draw unless expressly stated to the contrary.
21. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
22. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
23. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw. If a prize is no longer available the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.
24. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash (unless otherwise stated), subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
25. 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.
26. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

27. 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:
- (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.
28. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
29. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
30. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
31. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

32. 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.
33. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
34. 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, which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles, 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.
35. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
36. Facebook, YouTube, Instagram, or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, or Snapchat; and to release Facebook, YouTube, Instagram, or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, or Snapchat.