

## BRISBANE HEAT

## Schedule for the Big Bash Boom Promotion

<b>Promotion Name</b>	Big Bash Boom Competition														
<b>Promoter</b>	Brisbane Heat ABN 55 612 695 676 of 1 Greg Chappell Street, Albion, QLD, 4010.														
<b>Promotion Period</b>	The Promotion starts at [12:00PM] [AEST] on [25 January 2019]. The Promotion closes at [11:59PM] [AEST] on [11 February 2019]. No entries will be accepted after this time.														
<b>Relevant State(s)</b>	All states and territories in Australia														
<b>Entry Restrictions</b>	Entry is open to residents of Australia aged [13] years or older at the commencement of the Promotion ( <b>Eligible Entrants</b> )  Eligible Entrants less than 18 years of age must have the consent of their parent or guardian in order to enter. By entering this Promotion, Eligible Entrants confirm that they have consent, and the Promoter reserves the right to verify this.														
<b>Entry Procedure</b>	To enter, Eligible Entrants must, during the Promotion Period:  Fill out and submit the online entry form including 25 words or less your favourite thing about Brisbane Heat home games. Entry form available here: <a href="https://www.brisbaneheat.com.au/big-bash-boom-competition">https://www.brisbaneheat.com.au/big-bash-boom-competition</a>														
<b>Maximum Number of Entries</b>	Unlimited														
<b>Judging Details</b>	Date: 12 February 2019														
	Time: 12:00PM [AEST]														
	Location: Brisbane Heat Headquarters														
	Judging Criteria: Most creative 25 words or less answer determined by the Promoter in its sole discretion														
<b>Prizes Details</b>	<table border="1"> <thead> <tr> <th>Major/Minor/Final</th> <th>Prize</th> <th>No. Available</th> <th>Value of each Prize (RRP)</th> </tr> </thead> <tbody> <tr> <td>Major</td> <td>Big Bash Boom on PS4</td> <td>2</td> <td>\$89.95</td> </tr> <tr> <td>Major</td> <td>Big Bash Boom on Xbox One</td> <td>2</td> <td>\$89.95</td> </tr> </tbody> </table>			Major/Minor/Final	Prize	No. Available	Value of each Prize (RRP)	Major	Big Bash Boom on PS4	2	\$89.95	Major	Big Bash Boom on Xbox One	2	\$89.95
Major/Minor/Final	Prize	No. Available	Value of each Prize (RRP)												
Major	Big Bash Boom on PS4	2	\$89.95												
Major	Big Bash Boom on Xbox One	2	\$89.95												
<b>Total Prize Pool</b>	Up to \$89.95														
<b>Prize Restrictions/Exclusions (if any)</b>	Prize excludes gaming console. Game only provided.														
<b>Notification and Publication of Winners</b>	Winners will be notified [by email or phone] within 2 business days of being selected.														
<b>Prize Claim Date</b>	Winners must claim prize by 22 February 2019.														
<b>Additional Terms</b>	N/A														

## BRISBANE HEAT

### Terms and Conditions of Entry for the Big Bash Boom Promotion

#### First up

1. These terms and the Schedule form the Conditions of Entry for this Promotion, and set out all of the information you need to know regarding this Promotion. Capitalised terms have the meaning given in the Schedule, unless otherwise stated. If there's any inconsistency between these terms and the Schedule, then what's in the Schedule is correct. By submitting your entry, you agree that these Conditions of Entry apply to your entry.
2. The promoter is Brisbane Heat ABN 55 612 695 676 of 1 Greg Chappell Street, Albion, QLD, 4010 ('**Promoter**', '**we**', '**us**').
3. Any updates to these Conditions of Entry will be published on our website [www.brisbaneheat.com.au/win](http://www.brisbaneheat.com.au/win), so it's important to check these Conditions of Entry regularly.

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#### Who can enter ... and who can't

4. The eligibility requirements for this Promotion are set out in the Entry Restrictions. Directors, managers, employees, officers, agents and contractors of the Promoter, and their immediate families (ie spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to enter.

#### How to enter

5. To enter, you must follow the Entry Procedure.
6. We will not accept entries which are incomplete, illegible, or which are generated by computers or other automated means.
7. We reserve the right to disqualify your entry in the event of non-compliance with these Conditions of Entry, failure to meet any content guidelines set out in the Entry Procedure, or if (in our reasonable opinion), you tamper or interfere with an entry mechanism in any way.
8. If the Promotion cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Promotion. If that happens, we'll select a winner from eligible entries received at the time.
9. All decisions made by us regarding any aspect of the Promotion are final, and no correspondence will be entered into.

#### Rules about entry content

10. You must take full responsibility for the content of your entry and for ensuring that your entry complies with these Conditions of Entry. When we talk about "entry content", we mean any content (including text, photos, videos and email messages) that you submit, upload, transmit, publish, communicate or use in connection with your entry into the Promotion.
11. Entries must be your original work. We reserve the right to verify, or to require you to verify, that your entry is your original work. If an entry cannot be verified to our satisfaction, that entry will be deemed invalid.
12. Your entry must not include:
  - (a) any image or voice of any other person, unless you have that person's permission. If your entry includes this content, you confirm that you have consent from the relevant person;
  - (b) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing); and
  - (c) any content which infringes the intellectual property rights (such as copyright and trade marks) of another person. If you're not sure whether you have the right to include particular content (for example, recorded music), don't include it. By including any such content in your entry, you confirm you have the permission of the owner to do so and that this permission allows us to use the entry in accordance with these Conditions of Entry.

13. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry.
14. By submitting an entry to the Promotion, you agree to assign all rights in your entry to us and consent to us using your entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting an entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.

## **Prizes**

15. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the Prize Restrictions/Exclusions. Prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond our control. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).
16. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (in our discretion).

## **How winners are chosen and notified**

17. This Promotion is a game of skill, and chance plays no part in the selection of the winner(s). Each eligible entry will be judged by us based on, amongst other things, the Judging Criteria. The judges' decision is final, and no correspondence will be entered into. We will notify winners, and publish their names, in accordance with the Notification and Publication of Winners information set out in the Schedule.

## **How to claim prizes**

18. Prizes will be posted using the address information provided on the entry form, unless the winner provides an alternative address at the time they are notified as being a winner. If prizes are not suitable for posting, we will determine the best delivery method. Prize winners should allow up to four weeks for delivery. We accept no responsibility for any lost or misdirected mail, or any damage to prizes caused in transit.
19. If (having made reasonable efforts) we cannot contact a prize winner, or if any prize is not accepted or claimed by the Prize Claim Date, that prize winner's entry will be deemed invalid, and we reserve the right to distribute unclaimed prizes to the next best entry.
20. At our request, prize winners (and their companion(s), if applicable) must sign (or ensure that their parent/guardian signs) an indemnity and exclusion of liability form provided by us. If a winner (or their parent/guardian) does not sign that form within the time specified by us, they will not be able to participate and that winner's entry or prize claim will be declared invalid. We will then award that prize to the next best entry.
21. If you are a winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use.

## **Promoter's use of entries and personal information**

22. On submission, entries become the property of the Promoter. We may, in our absolute discretion, edit, modify, delete, remove or take-down any part of your entry. By submitting an entry to the Promotion, you agree to assign all rights in the entry to us and consent to us using the entry in any manner we wish (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting your entry, you consent to any dealings with the entry that may otherwise infringe your moral rights in the entry. We may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public. We may also allow third parties to do these things.
23. By participating in this Promotion, you understand and agree that Brisbane Heat and State or Territory cricket associations, including the Big Bash League teams (together, "Australian Cricket") may use and disclose the personal information provided by you for the purpose of conducting the Promotion and for any of the purposes set out in Australian Cricket's Privacy Policy (available at [www.cricket.com.au/privacy](http://www.cricket.com.au/privacy) or by emailing [privacy@cricket.com.au](mailto:privacy@cricket.com.au)), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how Australian Cricket will deal with that complaint. Australian Cricket

may also disclose your personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with Australian Cricket's Privacy Policy). You can request to access, update or correct any personal information we hold about you by writing to Brisbane Heat's Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to [privacy@cricket.com.au](mailto:privacy@cricket.com.au).

24. If requested by us, each winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.

### **General stuff (boring but important)**

25. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
26. You acknowledge that there may be inherent risks in some aspects of the Promotion or the prize and that participation in the Promotion or the prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the prize, you accept that risk for yourself and for your companion(s) (if applicable).
27. You will be responsible for any tax liability associated with a prize.
28. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prizes or this Promotion. We accept no responsibility for any tax liabilities that may arise from winning a prize.
29. We are not responsible for use of a prize which results in:
- (a) loss that was not reasonably foreseeable;
  - (b) loss that was not caused by the our breach of these Conditions of Entry or by our negligence;
  - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
  - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
  - (e) any loss caused, or contributed to, by an entrant's breach of these Conditions of Entry or an entrant's negligence.