

COMPETITION TERMS AND CONDITIONS

- The 'Promoter' is the Netball Foundation through Netball Australia (ABN 66 003 142 818) of 191 Johnston Street, Fitzroy, Victoria, 3065 (Promoter).
- Registering to become a *Confident Girls* fundraiser ('Entrant') is deemed acceptance of these Terms and Conditions (Terms).
- Entry is open to all *Confident Girls* fundraisers except:
 - Employees of the Promoter and their immediate family members;
 - Persons who have breached the Terms of any promotion run by or on behalf of the Promoter (Entrants).
- The Promotion commences on 22 April 2016 at 9:00 am (AEST) and concludes on 15 November 2016 at 11:00 pm (AEST) (Promotion Period).

How to Enter

- To enter the promotion, entrants must:
 - Register to become a *Confident Girls* Fundraiser; and
 - Read and agree to these Terms.
- Entries must be received during the Promotional Period. The time of entry will, in each case, be the time that the entry is recorded on the servers of the Promoter or its SMS technology partner the Australian Sports Foundation Limited (ABN 27 008 613 858) of Leverrier St, Bruce ACT 2617. The Promoter accepts no responsibility for any lost, late or misdirected registrations.
- Any costs associated with accessing the fundraising platform are dependent on the internet and or mobile phone service provider used by the Entrant and will be borne by the Entrant.
- The Promoter reserves the right in its sole discretion to accept or reject any registration.

Draws and Prizes

- There will be a number of prize draws through the *Confident Girls* fundraising periods. The prize draws will take place between April and July 2016 and then again between September and November 2016. The prize draws will take place at 191 Johnston Street, Fitzroy, Victoria, 3065
- Winners will be selected at random by the Promoter's representative.
- The Netball Foundation and Netball Australia social media channels will announce the winners within seven (7) days of the prize draw.
- If the winner does not claim their prize within one week of the prize draw, a further prize draw will be conducted from all remaining Entrants.
- The Promoter reserves the right in its sole discretion to select alternate winner/s if it determines that the winner/s do not adequately satisfy these Terms.
- The prize is not transferable and not redeemable for any cash amount.
- If for any reason a winner does not claim the prize then the prize will be forfeited by the winner and will not be awarded in lieu.
- If the prize is unavailable, the Promoter reserves the right in its sole discretion to substitute for the prize with another prize of equal value as determined by the Promoter. The Promoter accepts no responsibility for any variation in prize.

General Terms

- The Promoter reserves the right in its sole discretion to verify, or require the Entrant to verify, the Entrant's identity, eligibility to enter the Promotion, entry submitted and compliance with these Terms.
- If there is a dispute about the identity of the Entrant, the Promoter reserves the right in its sole discretion to determine the identity of the Entrant.
- All entries become the property of the Promoter. By entering the Promotion, Entrants:
 - Grant the Promoter a royalty free, perpetual, non-exclusive, irrevocable licence to keep, store, reproduce, publish all or part of their entry.
- Entrants acknowledge and agree that:
 - Their personal information will be collected by the Promoter for the purpose of conducting the Promotion, conducting future promotions; and for marketing purposes; and
 - Their personal information may be disclosed by the Promoter in accordance with the Promoter's rights under these Terms;
 - If they win the Prize, the Promoter can use their personal information to credit them for their entry and disclose their personal information in communication about the Promotion.
- Subject to these Terms, Entrants' personal information will not be disclosed to third parties without the Entrant's consent unless required or authorized by law. Privacy policies that apply under these Terms include:
 - *Netball Australia* – netball.com.au/about-netball-australia/governance/privacy-statement/
 - *Australian Sports Foundation* – asf.org.au/about/privacy-policy/
- If the Promotion is compromised 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 modify, suspend, terminate or cancel the Promotion. Notice of any changes to the Promotion, including any consequential changes to these Terms, will be communicated via Netball Foundation and Netball Australia social media channels.
- Except for any liability that cannot be excluded by law, each Entrant completely releases the Netball Foundation, Netball Australia and the Australian Sports Foundation from all liability arising in any way out of the Promotion.
- To the full extent permitted by law, the Promoter is not liable for any injury, damages, expenses or loss whatsoever (including but not limited to indirect or consequential loss) to persons or property arising in any way out of the Promotion.
- Each Entrant indemnifies and keeps indemnified the Promoter against all claims, losses or damages and expenses suffered by the Promoter or any third parties arising out of the breach of these Terms, the conduct of the Entrant in relation to the Promotion, or use of the Prize.
- The Promoter's decision in relation to any aspects of the promotion is final and binding on all Entrants. No correspondence will be entered into regarding such decisions, the Promotion, these Terms or the results.
- Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.