



Ladbrokes & ESPN NBA Challenge

Terms and Conditions

By entering the Ladbrokes & ESPN NBA Challenge competition (the “**Competition**”), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry.

2. WHO CAN ENTER?

- 2.1 Subject to clause 2.2, entry is open to all residents of Australia who are 18 years of age or older, excluding those residing in Western Australia.
- 2.2 Directors, management and employees of ESPN Australia Pty Ltd (the “**Promoter**”) and Ladbrokes Digital Australia Pty Ltd ABN 25 151 956 768 (the “**Sponsor**”), and their immediate family members, associated agencies and companies are not eligible to enter.

3. HOW TO ENTER

- 3.1 The Competition commences on Sunday, 1 January 2017 at 00.00 am (AEST) and concludes on Saturday, 28 January 2017 at 11.59 pm (AEST) (the “**Competition Period**”).

In order to enter, you must go to ladbrokes.com.au/Challenge and enter your first name, last name, email address, mobile number, state of residence and date of birth, agree to the terms and conditions and complete the quiz.

- 3.2 Entrants have 60 seconds to complete the quiz. The quiz consists of 7 multiple choice questions about the NBA (out of a pool of 15 multiple choice questions about the NBA).
- 3.3 Each Competition entry (each, and “**Entry**”) must be:
- a) the original, independent creation of the entrant that has not previously been published in any form in any country in the world; and
 - b) free from any claims, including copyright or trademark claims by other parties.
- 3.4 Entries that are found to have been derived from another person’s work in any country in the world will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The Winner may be required to sign a statutory declaration regarding the originality of the Entry. The Sponsor reserves the right to verify the validity of Entries and to disqualify any Entry which, in the opinion of the Sponsor, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an Entry that is not in accordance with these terms & conditions of Entry or who has, in the opinion of the Promoter and/or the Sponsor, engaged in conduct in entering the promotion which is fraudulent,

misleading, deceptive or generally damaging to the goodwill or reputation of the promotion and/or the Promoter and/or the Sponsor.

- 3.5 Entrants can only have one entry in the Competition.
- 3.6 The time of entry will be the time at which the completed online Entry form is received by the Competition's online database. Entrants will be presented with a confirmation page once the completed email Entry is submitted by the entrant. Entries received outside of the Competition Period will be deemed invalid and ineligible to enter the Competition.
- 3.7 The Sponsor needs to collect the personal information of entrants so that the entrant can be entered into the Competition. If an entrant does not provide the personal information requested, the entrant cannot participate in the Competition. By entering the Competition, an entrant authorises the Sponsor and the Sponsor's contractors and agents to access, collect and use personal information about the entrant, and disclose personal information about the entrant to the Sponsor's related bodies corporate and their contractors and agents and to the Promoter, for the purposes of (i) conducting the Competition and (ii) providing the entrant with information and marketing material about products and services. The Sponsor's Privacy Policy (available at www.ladbrokes.com.au/terms-and-conditions/) contains information about how to access, correct or make a complaint about the Sponsor's handling of personal information. The Promoter's Privacy Policy (available at <https://disneyprivacycenter.com/>) contains information about The Walt Disney Company's privacy policy that is designed to provide transparency into privacy practices and principles.
- 3.8 By submitting an Entry, each entrant assigns all intellectual property, including but not limited to copyright, title, and interest in such Entry in perpetuity worldwide to Sponsor. If necessary, such entrant will sign any necessary documentation that may be required for the Promoter, the Sponsor or their designees to make use of the intellectual property rights such entrant is granting herein. As a condition of entry, each entrant consents to any act or omission by the Sponsor which may infringe any of the entrant's moral rights (within the meaning of the Copyright Act 1968 (Cth)), including: i) failing to attribute (or correctly attribute) the entrant's authorship of the Entry; or ii) making any modification, variation or amendment of any nature to the Entry, whether or not it results in a material distortion or derogatory treatment of the Entry.
- 3.9 The Sponsor reserves the right in its sole discretion to reject bulk entries which it considers to have been generated using software to generate multiple entries.
- 3.10 By participating in and entering the Competition the entrant assigns all right, ownership, title and intellectual property, including copyright, in all Entries submitted by such entrant to the Sponsor in perpetuity, throughout the world, with no further compensation, consideration, or royalty.
- 3.11 Entrants in this Competition agree to be bound by these terms and conditions and agree that: (a) the Promoter and/or the Sponsor and their designees and assigns may use (unless prohibited by law) such entrant's name, voice, city/state of residence, photographs, video or film clips, and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known without further compensation (financial or otherwise), permission or notification; and (b) the Promoter and the Sponsor and

each of their respective parent companies, subsidiaries, affiliates, officers, directors, employees, governors, owners, distributors, retailers, agents, assignees, advertising/promotion agencies, representatives, and agents shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation (but subject to operation of law), personal injury or death to winner or any third party or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of the Major Prize and/or participation in this Promotion.

4. PRIZE

4.1 There will be one (1) Major Prize winner (the “**Winner**”).

4.2 The Major Prize (the “**Major Prize**”) consists of:¹

PRIZE	DESCRIPTION	RRP AUD
1 x Major Prize	- 2 x tickets to NBA Finals games 1 and 2 with 5 nights' accommodation in the host city	\$8,500
	- 2 x economy class return flights from the Winners' nearest capital city	\$4,500
	Total Major Prize Value: \$13,000 AUD (Max Value)	

Total Major Prize value is A MAXIMUM OF \$13,000 AUD (including GST). Prize values are based upon the recommended retail prices and are correct as of December 14th, 2016. The value of the Major Prize may vary depending on point of departure and dates of travel. The Promoter accepts no responsibility for any change in the Major Prize value between now and the ultimate travel date.

4.3 Unless expressly stated in these Terms and Conditions all other expenses associated with redeeming the Major Prize become the responsibility of the Winner. The Winner (and their travelling companion) are responsible for all expenses other than that specified, including but not limited to spending money, transfers, meals, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, insurance, taxes (excluding sales taxes included within the Major Prize), energy surcharges, gratuities, services charges, passports, travel insurance, excess baggage and all other ancillary costs. A credit card imprint or cash deposit may be required from the Winner at check-in to the hotel, for all incidental charges. For the avoidance of doubt, the Winner (and their traveling companion) shall be solely responsible for any income tax obligations arising as a result of receiving the Major Prize.

4.4 The Winner and their travelling companion must each hold a valid passport with at least 6 months validity in order to redeem the Major Prize. Obtaining all travel documents such as passports, visas etc that are required for travel to destinations forming part of the Major Prize is the responsibility of the Winner and their travelling companion. If applicable, the Winner and their travelling companion are responsible for registering with the United States Visa Waiver Programme: <https://esta.cbp.dhs.gov/esta/>. Any fines, penalties, payments or expenditures

incurred as a result of such documents not meeting the requirements of any applicable authorities will be the sole responsibility of the Winner and their traveling companion.

- 4.5 Flights leave from the Winner's nearest Australian capital city. The Winner and their travelling companion must travel on the same flight. Travel arrangements to and from the Winner's nearest Australian capital city airport (Sydney, Melbourne, Brisbane, Adelaide and Perth) do not form part of the Major Prize and are the responsibility of the Winner. If the Winner is from Tasmania, ACT or Northern Territory, connecting flights from the capital cities in these states to the nearest flight departure capital city will be included in the Major Prize for the Winner and travelling companion where required.
- 4.6 The Major Prize is only valid for travel between –21 May to 2 July, 2017 excluding Australia and US national holidays within these periods. Flights and accommodation are subject to availability at the time of booking, are non-transferable and cannot be exchanged for other destinations. Embargo restrictions apply during certain periods.
- 4.7 The Winner and their travelling companion must be able to travel within the travel period specified in clause 4.6.
- 4.8 The accommodation offered for the Major Prize is specified in clause 4.2 and must be taken in consecutive nights' stay.
- 4.9 In participating in the Major Prize, the Winner (and their travelling companion) agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The Winner (and their travelling companion) agree to grant the Promoter and/or the Sponsor a perpetual and non-exclusive licence (including the right to sub-licence) to use their names and such footage and photographs in all media worldwide and the Winner (and their travelling companion) will not be entitled to any fee for such use.
- 4.10 The Winner agrees they will not, and will ensure that their travelling companion do not, sell or otherwise provide their story and/or photographs to any media or other organisation.
- 4.11 The rights to any component of the Major Prize are not transferable and cannot be redeemed for cash. The Winner should seek independent financial advice about any tax implications that may arise from the Major Prize winnings.
- 4.12 The Promoter is solely responsible for the fulfilment of the Major Prize.
- 4.13 In the event that a part of the Major Prize is no longer available, subject to regulations, the Promoter reserves the right, in its sole discretion, to substitute prizes of comparable recommended retail value.
- 4.14 It is a condition of accepting the Major Prize that the Winner must comply with all the conditions of use of the Major Prize imposed by the Promoter or the Sponsor or any third party or Major Prize supplier.
- 4.15 It is a condition of accepting the Major Prize that the Winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

5. HOW TO WIN

- 5.1 All Entries completed and submitted in accordance these Terms and Conditions will be judged by the Sponsor at the Sponsor's office at 461-473 Lutwyche Road, Lutwyche, QLD, Australia on Monday 30th January 2017. One (1) Winner will be selected by a panel of judges appointed by the Sponsor. The Winner will be the entrant who answers the most amount of questions correctly in the shortest amount of time. This is a game of skill. There is no element of chance in the judging of the Competition or determination of the Winner.
- 5.2 The Winner will be notified by a phone call at the conclusion of the judging, and an email advising the Winner of their prize will also be sent using the contact details provided in their Entry.
- 5.3 The judges' decision (including any decisions as to prize distribution) is final and the Sponsor will not enter into correspondence regarding the result.
- 5.4 The Sponsor reserves the right to request that the Winner provide proof of age and/or identity prior to awarding the Major Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter.
- 5.5 The Sponsor reserves the right to refuse to allow the Winner to take part in any or all aspects of the Major Prize, if the Sponsor determines, in their absolute discretion, that the Winner is not in the mental or physical condition necessary to be able to safely participate in the Major Prize. It is a condition of accepting the Major Prize that the Winner may be required to sign a legal release in a form determined by the Sponsor in its absolute discretion.
- 5.6 If the Sponsor is unable to contact the Winner within one (1) month of the date of judging the Competition, that Winner will forfeit the relevant the Major Prize in its entirety and the Major Prize shall be awarded to the next runner up in the Competition. The Sponsor will not be liable for a Winner who does not respond to the Sponsor's email or telephone contact attempts and therefore forfeits the Major Prize and no correspondence will be entered into.
- 5.7 It is a condition of accepting the Major Prize that the Winner must comply with all the conditions of use of the Major Prize and the Major Prize supplier's requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the suppliers of the Major Prize prevail.
- 5.8 The Sponsor reserves the right to rejudge the Competition in the event that an entrant, who was initially deemed to be the Winner, is unable to satisfy any of these Terms and Conditions.
- 5.9 The Winner consents to the Sponsor using the Winner's name, city of residence, photograph and likeness (in photographs, video etc) and footage of the Winner for the purpose of marketing and advertising purposes on social media, in direct marketing, on the Sponsor's website and on television.

6. NO LIABILITY

- 6.1 Any costs associated with entering this Competition or claiming the Major Prize (such as internet service charges) are the responsibility of the entrant.
- 6.2 Subject to any restrictions in law and subject to clause 6.4, the liability of the Promoter however arising, whether by breach of any condition or warranty implied

by statute or of this agreement or of any duty of tort (including negligence) is limited to the total value of the Major Prize.

6.3 The Promoter, the Sponsor and their associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.

6.4 The Promoter, the Sponsor and their associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim suffered or brought by an entrant:

- a) during the judging;
- b) whilst undertaking any travel won on or connected with their Entry into the Competition;
- c) as a consequence of the Winner and/or their travelling companion failing to be checked in for their flights, or failing to arrive at the airport, at a time specified by the relevant airline carrier and/or missing any of their flights;
- d) in their participation in this Competition or in any prize;
- e) as a consequence of late, lost or misdirected mail;
- f) as a result of failure to comply with any of these terms and conditions; or
- g) due to the publication of any material, including any statements made by any staff member, journalist, other entrants or any other person.

The entrants acknowledge that they have been warned that there is a possibility of an accident causing injury, death, or property damage from participating in the Competition or accepting the Major Prize.

6.5 The Competition and Consumer Act 2010 (Cth) as well as other laws in Australia may imply certain conditions, warranties and undertakings, and give you other legal rights. If they apply, these cannot be modified or excluded by any contract. You may consider seeking legal advice as to whether they apply to you.

6.6 The Sponsor and its affiliates 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 or destruction or unauthorised access to, or alteration of, Entries, and reserves the right to take any action that may be available.

6.7 If, for any reason, this Competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or for any other reason which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, take any action that may be available or to cancel, terminate, modify or suspend the Competition, subject to state legislation.

6.8 In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Sponsor's ability to proceed with the Competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Sponsor may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions.

- 6.9 If the Promoter or the Sponsor reasonably considers that a change to these terms and conditions is likely to benefit entrants or be immaterial detriment to entrants, then the Promoter or the Sponsor can make the change immediately and does not need to notify entrants. Alternatively, the Promoter or the Sponsor may vary these terms and conditions by placing a notification at all places where these terms and conditions are made available to entrants.

7. PROMOTER'S AND SPONSOR'S DETAILS

- 7.1 The Promoter is ESPN Australia Pty Ltd, (ABN: 40 091 402 327) of Level 3, 68 York Street, Sydney, NSW 2000, Australia.
- 7.2 The Sponsor is Ladbroke's Digital Australia Pty Ltd ABN 25 151 956 768 of 461-473 Lutwyche Road, Lutwyche QLD 4030.
- 7.3 The Sponsor does not have any liability to any entrants in relation to the Competition. All entrants agree to fully release the Sponsor from any and all liability in relation to their participation in the Competition.