

**CONDITIONS OF ENTRY INTO  
Flames Christmas Membership Competition**  
Promoter Sydney Flames Basketball Club Pty Ltd ABN 96 641 606 046)

**Terms & Conditions**

1. Information on how to enter, mechanics of entry and prizes from part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via internet only.

**ELIGIBILITY**

2. Entry is open to residents in NSW, who also reside in NSW and in the event that they are randomly selected as a winner for the Flames Christmas Membership Competition, are able to participate in the prize as set out below (“**Entrant**”).
3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.
4. The Promoter reserves the right to, at any time, disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.

**PROMOTIONAL PERIOD**

5. The promotion commences at 9:00am (AEDT) on Tuesday 01/12/2020 and closes at 4:59pm (AEDT) on Monday 14/12/2020 (“**Promotional Period**”).

**HOW TO ENTER**

6. To enter, Entrants must, during the Promotional Period:
  - a. Purchase a Brydens Sydney Uni Flames membership pledge via the following link: <https://www.eventbrite.com.au/e/122326789721/>
7. Any Entrants who purchased their membership prior to the start of the promotion will automatically be included in the promotion.
8. Each individual membership pledge purchased will count as one (1) entry.

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. Incomplete purchases will be deemed invalid.
11. Any further costs associated with accessing the competition and ongoing fees remain the responsibility and may vary depending on the internet service provider and the number of shares purchased respectively.

## **PRIZE**

12. The first twenty (2) randomly drawn Entrants will each win a Bertocchi Christmas Hamper valued at AUD\$50 RRP.
13. The Bertocchi Christmas Hamper prize comprises of the following elements:
  - a.  $\frac{1}{4}$  ham
  - b. Shortcut bacon (400 grams)
  - c. Hungarian salami (200 grams)
  - d. Wurstle chorizo (300 grams)
  - e. Prosciutto (100 grams)
  - f. Coppa – mild (80 grams)
  - g. Festive cheddar
14. The winners will be drawn manually after 9:00am (AEDT) on Tuesday 15/12/20 at Level 2 360 Pacific Highway, Crows Nest, NSW 2065.
15. The winners will be notified after 12:00pm (AEDST) on Tuesday 15/12/20 via telephone and email. The winners will also be notified of the method of pick up at the time.
16. All components of the prize must be taken together and when offered or are forfeited.
17. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prize(s), are the responsibility of the winner and their companion(s) (if any). Such additional costs may include, but are not limited to travel, transportation, meals, beverages, telephone calls, internet connection, telephone or data plan charges, software and/or applications and transport to and from the venue.
18. The Promoter reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value and/or specification, as its absolute sole discretion. The prize is awarded as is, without guarantees to the fullest extent permitted by law. In the event of a cancellation or other irregularity beyond the reasonable control of the Promoter, the prize may be rescheduled to another date, at the absolute sole discretion of the supplier and Promoter.

19. The prize winner's name will be published on the Promoter's website on 15/12/20.
20. The prize, or any unused portion of the prize, cannot be transferred or substituted, and cannot be redeemed for a cash equivalent prize, even if in the event of a cancellation of the event due to natural calamities or any other force majeure event.
21. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
22. 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
23. 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; (f) participation in the prize; or (g) if the appearance of the special guest or the prize is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter.
24. 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 and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Statement, which can be viewed at [https://australia.basketball/wp-content/uploads/2018/06/BA-Privacy-Policy\\_20180506.pdf](https://australia.basketball/wp-content/uploads/2018/06/BA-Privacy-Policy_20180506.pdf). The Privacy Statement 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 entrant's personal information to any entity outside of Australia.

25. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at [www.facebook.com/terms.php](http://www.facebook.com/terms.php).
26. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
27. The Promoter is Sydney Flames Basketball Club Pty Ltd, of Level 2, 360 Pacific Highway, Crows Nest NSW 2065 (ABN 96 641 606 046).