

ATF LOTTERY - AO23 : Schedule to Terms of Entry

Name of Lottery	ATF Lottery – Australian Open 2023 (AO23)
Promoter	The Australian Tennis Foundation Ltd (ABN 98 138 906 797) of Melbourne Park, Olympic Boulevard, Melbourne, Victoria 3000.
Permit Numbers	Authorised under permits ACT Permit No ACT R 22/00180, SA Licence No. M14295.
Location	Australia only (excluding Western Australia). Residents of Western Australia and any location outside of Australia are excluded.
Entry Restrictions	Entrants must be a minimum of 18 years of age to enter.
Lottery Period	Entries to the Lottery begin at 9:00am (AEDT) on Monday, 24 October 2022 Entries into the Lottery close at 12:00pm (AEDT) Monday, 23 January 2023, unless sold out earlier.
Entry Method	Tickets in the Lottery will be available for purchase through the Shout for Good platform which will also be accessible through the Promoter’s website and QR code links (Ticket). To enter to the Lottery, Entrants must purchase one or more Tickets in the Lottery, correctly complete the details required. Entrants can only enter in their own name.
Ticket Price	Tickets cost \$20 each, or 3 Tickets for a total of \$50.
Maximum Tickets Sold	Maximum number of Tickets sold in this Competition is 5,000.
Maximum number of entries	Entrants may enter the Lottery as many times as they wish. Each Ticket will entitle Entrants to one entry into the Draw.
Draw Details	At 4.30pm (AEDT) on Monday, 23 January 2023. The draw will take place at Tennis Australia, Melbourne Park, Olympic Boulevard, Melbourne, Victoria, 3000 by an approved random number generator.
Prize Details	Prize Value: RRP\$20,000 prize pool First eligible Entrant will win their preference for the Australian Open 2023 - Men’s AO23 Final package or Women’s AO23 Final package as follows: <ul style="list-style-type: none"> • 2 x premium tickets to the Men’s or Women’s (as applicable) AO 2023 Final: RRP\$4,000 • Return economy airfares from nearest state capital to Melbourne: RRP\$2,500. Flights not provided if the winner resides in Victoria. • 2 nights’ accommodation (twin share at a 5-star rating hotel) in Melbourne (including breakfast): RRP\$2,000 • Transfers to and from Melbourne Airport, accommodation and Melbourne Park: RRP \$500 • Personalised tour of the AO precinct and pre-match hospitality: Money can’t buy experience (approx. value \$11,000)
Total Prize Pool	Elements of this prize are a ‘money can’t buy’ experience and otherwise the total prize pool is valued at RRP\$20,000 (inc GST), depending on exact date and point of departure.
Notification of Winners	Winner will be notified on Monday 23 January 2023 as soon as possible after the Draw, by email and by phone.
Publication Details	Winner of prizes will be published on the Promoter’s website on 24 January 2023.
Prize Claim Date and Time	Prize/s must be claimed by 4.30pm AEDT on Tuesday 24 January 2023.
Unclaimed Prize Draw and Publication Details	The unclaimed prize draw will be conducted on Tuesday 24 January 2023 at 5.00pm (AEDT) at Tennis Australia, Melbourne Park, Olympic Boulevard, Melbourne, Victoria 3000. Any winners of prizes in the unclaimed prize draw will be published on the Promoter’s Website and winners will be notified by phone and by email.
Prize Delivery	The prize will be delivered to the winner by email.

ATF LOTTERY - AO23 : Terms and Conditions of Entry

1. These terms must be read together with the Schedule for the Lottery which defines certain terminology used in these terms and conditions. Entry into the Lottery is deemed acceptance of these terms.

Eligibility to Enter

2. Entry is only open to persons residing in the Location who comply with the Entry Restrictions (if any). Entrants can only enter in their own name. Entrants may submit the Maximum number of entries.
3. The Promoter reserves the right to request the winner to provide proof of age, identity and residential address, in order to claim a prize. Proof of age, identification and residential address considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof or otherwise does not comply with these Terms and Conditions, the winner will forfeit the prize in whole and no substitute will be offered. Errors and omissions may be accepted at the Promoter's sole discretion.
4. Officers, contractors, employees and their immediate families of the Promoter or any of its related bodies corporates, or of its agencies or contractors involved with this Lottery are ineligible to enter.

Entry

5. To enter the Lottery, entrants must follow the Entry Method during the Lottery Period. All entries received after this time are ineligible for entry into the Lottery and no responsibility will be accepted by the Promoter for lost, late, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries claims or correspondence.
6. All eligible entrants will go into the draw. The draw/s (if applicable) will be conducted in accordance with the Draw Details. The Prize will be awarded to a valid entrant or entrants (as applicable) randomly drawn in accordance with the Prize Details.
7. The Promoter's decision and all matters pertaining to this Lottery will be final. No correspondence will be entered into by or on behalf of the Promoter.
8. This is a game of chance.

Payments

9. Tickets in the Lottery must be purchased in Australian dollars via the Shout for Good platform. Only entries that have been paid for in full will be included in the Lottery.
10. Payments for the purchase of Tickets in the Lottery are not tax deductible.
11. A Ticket issued also acts as the payment receipt for the purchase. Your ticket number is the Official Receipt Ref number, plus: If one ticket purchased "Official Receipt Ref Number-1", if two tickets purchased, the second ticket number is "Official Receipt Ref Number-2". Each Ticket will entitle you to one entry in the Lottery.

Refunds

12. Subject to the Promoter's obligations under the Australian Consumer Law, the Promoter will only allow refunds for the purchases of tickets in the Lottery in the following circumstances:
 - (a) if you purchase a Ticket in the Lottery after the close of the Lottery Period; or
 - (b) if you purchase Tickets in a Draw that is sold out.
13. The Promoter will issue a refund via the same method in which you originally made your payment.

Prize

14. The prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
15. The prize/s are not transferable, exchangeable or redeemable for cash. The prize values are accurate at the date of commencement of the Lottery. The Promoter accepts no responsibility for any variation in the value of a prize after that date. Refunds will not be made in respect to unused services or prizes. Where a prize, or part of a prize, is unavailable for any reason whatsoever, the Promoter retains the right to substitute the prize (or part) with a prize (or part) of equal or greater value subject to relevant State and Territory regulations.
16. In the event that for any reason whatsoever a winner does not or cannot take an element of the prize at the time stipulated by the Promoter, then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.

17. All costs associated with a prize not specifically included in the Prize Details including, but not limited to, any transport costs, transfer costs, meals, taxes, personal expenses, spending money, in-room charges, insurance and other ancillary costs are the responsibility of the winner (and their companion/s if applicable).
18. If a prize includes tickets to an event, all tickets are valid for the date or period as indicated on the tickets. All event tickets are issued subject to the relevant event ticket conditions of sale and entry. If any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their companion/s, if applicable) forfeits all rights to attend the relevant event. The Promoter is neither responsible nor liable for any loss or damage suffered in these circumstances.
19. If a prize involves the winner meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their companion/s, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.
20. If a prize includes domestic or international travel the prize must be booked and completed as specified by the Promoter. Any flights and accommodation constituting part of a prize are subject to booking and availability. Any tickets, passes or vouchers issued as part of the prize are subject to the prevailing terms and conditions of use. They are only valid for use within the stated duration on the tickets, passes or vouchers issued and are not replaceable if lost, stolen or damaged. The Promoter is not responsible for any cancellation, delay or re-scheduling of flights and any costs incurred as a result (including without limitation accommodation costs) will be the sole responsibility of the winner.
21. The winner (and their companion/s if applicable) will be responsible for meeting all the entry requirements as well as any health or other government requirements in relation to the prize including valid passports, necessary visas, travel authorizations, medical advice, vaccinations, immunisations and Covid-19 testing requirements. Failure to fulfil these requirements may result in the prize being forfeited or any additional costs being incurred at the expense of the winner. The winner (and their companion/s if applicable) agrees to comply with any prevailing terms and conditions of the relevant transport carrier, accommodation provider, service provider, insurance provider and in particular any health, behaviour, age and safety requirements.
22. If a winner of a prize is under the age of 18 years (where entry by persons under 18 is permitted), the Promoter may, at its discretion, award the prize to the winner's parent or guardian. The Promoter may, at its discretion, require any person taking any prize to be 18 years of age or over, or if a person is under the age of 18, require that that person be accompanied by a parent or legal guardian while taking the prize.

Notification and Collection of Prizes and Redraw Process

23. The winner/s will be notified in accordance with the Notification of Winners section of the Schedule and have their full name and state of residence published in the manner set out in the Publication Details.
24. The winner/s must confirm their eligibility and contact the Promoter by the Prize Claim Date and Time. In the event that the winner/s are unable to be contacted, and all methods of communication are unsuccessful, the relevant winner's entry will be deemed to be invalid and the Promoter reserves the right to conduct such further draws on the Unclaimed Prize Draw Date as are necessary to distribute the prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details. If a prize is no longer capable of being redeemed, the new winner/s will receive a prize, as determined by the Promoter, of equivalent value (as if the original prize had been awarded to that person, less any administrative expenses incurred by the Promoter), subject to the approval of the relevant authorities in the Location if required. If no Unclaimed Prize Draw Date is specified, any unclaimed prize/s will be distributed at the Promoter's discretion.

Privacy

25. By providing personal information you agree that this information will be used by the Promoter for the purposes of conducting this competition and as otherwise contemplated under the terms of this statement and the tennis privacy policy located at www.tennis.com.au/privacy, 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 the Promoter will deal with that complaint. If you do not agree, you must not provide your personal information, and you will be unable to enter the competition. The Promoter may disclose your personal information to other parties, including related companies, other Australian Tennis Organisations (as defined in the privacy policy), and third parties who provide services to the Promoter. Such third parties may be located overseas. The Promoter may also use and disclose for direct marketing purposes regarding related products and services and other competitions, unless you opt-out (which you can do at any time in accordance with the tennis privacy policy) and for facilitating further offers if you tick one of the boxes when entering the Lottery.
26. Each entrant must ensure that any other person whose details have been provided by the entrant to the Promoter for the purposes of the entrant's participation in this Lottery has given their implied or express consent for their details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Lottery.

27. Where the Lottery is communicated on Facebook or Instagram, entrants and participants in the Lottery acknowledge that the Lottery is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram and entrants and participants in the competition release Facebook or Instagram and their associated companies from all liability arising from the Lottery. Entrants provide their information to the Promoter and not to Facebook or Instagram.

Discontinuance and Disqualification of Lottery

28. The Promoter reserves the right to discontinue the Lottery at any time and at its sole discretion may cancel, terminate, suspend or modify the Lottery and/or, if necessary, to provide an alternative prize or prizes to the same value as an original prize or prizes. Any change to or cancellation of this Lottery, for whatever reason, is subject to the written direction of all relevant legislative departments in the Location.
29. Without limiting the foregoing, the Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, can be considered objectionable, profane, potentially insulting, inflammatory or defamatory, or any entrant whose entry is not compliant with these terms or who has, in the opinion of Promoter, engaged in conduct in entering the Lottery which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Lottery and/or Promoter or the Promoter's associated companies. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Lottery.

Entry Rights

30. All entries and materials submitted to the Promoter in connection with this Lottery becomes the property of the Promoter and each entrant consents to the Promoter using the entrant's entry, name, likeness, image, voice and/or participation in a prize (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Lottery (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter.
31. By submitting a photograph or video, entrants warrant that they own the copyright in the photograph or video or are otherwise permitted to submit the photograph or video and that they have all necessary permissions, rights and/or licences covering their use of material included in such photograph or video. Each entrant agrees to indemnify the Promoter, and to keep the Promoter fully indemnified, for any loss, cost, expense that may be incurred or sustained by the Promoter as a result of any breach by an entrant of this warranty.

Exclusion of Liability

32. The Promoter and its associated agencies and companies take no responsibility for the loss of, any damage to or delay in the transit of prize/s due to incorrect or imprecise delivery or contact details provided by an entrant.
33. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability or merchantability of any of the goods or services offered as prizes.
34. 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.
35. The Promoter is not responsible for losses associated with any change to the value of any prizes.
36. To the extent permitted by law, the Promoter and its associated agencies and companies will not be liable for any loss suffered or sustained for personal injury or death or any loss suffered to personal property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the Promoter, or its servants or agents, in connection with the arrangements for supply, or the supply, of any goods or services by any person to the winner/s and where applicable, to any persons accompanying the winner.
37. The laws of Victoria, Australia apply to the conduct of this Lottery and the construction of these terms and conditions.