

**Elanation App Promotion 2020  
Schedule to Terms of Entry**

<b>Name of Competition</b>	Elanation App Promotion
<b>Promoter</b>	Tennis Australia Ltd (ABN 61 006 281 125) trading as Tennis Australia, Melbourne Park, Olympic Boulevard, Melbourne, Victoria 3000.
<b>Permit Numbers</b>	N/A
<b>Location</b>	Northern Territory
<b>Entry Restrictions</b>	Entrants must be a minimum of 18 years of age to enter.
<b>Competition Period</b>	August 14, 2020 – Sept 30, 2020
<b>Entry Method</b>	The first 100 users to sign up to the Elanation app will win
<b>Prize Details</b>	An Elanation E-Turbo Sports Watch
<b>Total Prize Pool</b>	\$2,000
<b>Notification of Winners</b>	Winners will be notified on 7 days after their sign up by email (through their coach). Watches will be sent to their coach to distribute
<b>Publication Details</b>	Winners of prizes will be published on the Promoter's website.
<b>Prize Claim Date and Time</b>	Prize/s must be claimed by October 7, 2020
<b>Unclaimed Prize Draw and Publication Details</b>	The unclaimed prize draw will be conducted on September 8 – Tennis Australia Any winners of prizes in the unclaimed prize draw will be published on the Promoter's Website.
<b>Prize Delivery</b>	Delivered to winner's tennis coach to distribute to winners. Parent / guardian of participants must show their coach how they have been connected to them (the coach) in the Elanation App.

## **Tennis Australia Trade Promotion: Game of Chance – Terms and Conditions of Entry**

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

### **Eligibility to Enter**

2. Entry is only open to persons who comply with the Entry Restrictions (if any). Entrants can only enter in their own name. The Promoter reserves the right to request the winner to provide proof of identity and residential address, in order to claim a prize. Proof of identification considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered..
3. 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 Competition are ineligible to enter.

### **Entry**

4. To enter the Competition, entrants must follow the Entry Method during the Competition Period. All entries received after this time are ineligible for entry into the Competition.
5. This is a game of chance.

### **Prize**

6. The prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
7. The prize/s are not transferable, exchangeable or redeemable for cash. The prize values are accurate at the date of commencement of the Competition. 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, 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.
8. If for any reason whatsoever a winner does not 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.
9. 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, insurance and other ancillary costs are the responsibility of the winner (and their companion/s if applicable).
10. The winner (and their companion/s if applicable) will be responsible for meeting all the entry requirements.
11. 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**

12. 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.

13. 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**

14. 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](http://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, 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 Competition.
15. 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 Competition 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 Competition.
16. Where the Competition is communicated on Facebook, entrants and participants in the Competition acknowledge that the Competition is in no way sponsored, endorsed or administered by or associated with Facebook and entrants and participants in the competition release Facebook and its associated companies from all liability arising from the Competition. Entrants provide their information to the Promoter and not to Facebook.

### **Discontinuance and Disqualification of Competition**

17. The Promoter reserves the right to discontinue the Competition at any time and at its sole discretion may cancel, terminate, suspend or modify the Competition 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 Competition, for whatever reason, is subject to the written direction of all relevant legislative departments in the Location.
18. 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 Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Competition and/or Promoter. 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 Competition.

### **Entry Rights**

19. All entries and materials submitted to the Promoter in connection with this Competition 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 Competition (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter.
20. 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**

21. 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.
22. 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.
23. The Promoter is not responsible for losses associated with any change to the value of any prizes.
24. 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.