



## Competition Terms and Conditions

Information on eligibility and how to enter this competition forms part of these Terms and Conditions. Entry into and/or participation in this Competition shall be deemed to be an acknowledgement and acceptance of these terms and conditions.

### 1: THE PROMOTER

Tennis Australia Ltd, (ABN 61 006 281 125) trading as Tennis Australia, Melbourne Park, Batman Avenue, Melbourne, Victoria, 3000.

### 2: WHO MAY ENTER AND HOW TO ENTER

- (a) The following persons are eligible to enter the Competition: Eligible individuals who complete a drawing which complies with the guidelines as set out on the Tennis Australia website
- (b) Entry is only open to, and the prize can only be awarded to, persons currently residing or present in the State of Victoria and who are under 12 years of age. 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, the winner will forfeit the prize in whole and no substitute will be offered. 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 & conditions of entry 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.
- (c) Only one entry/redemption permitted per person.

The competition is not open to:

- (a) employees of, or contractors to, the Promoter, or any of its agencies or contractors involved with this Competition; or

### 3: THE PRIZE

- (a) All individuals submitting a drawing will go in the draw to win a Nintendo DS and all schools submitting an entry will go in the draw to win an iPad and schools tennis equipment pack "the Prize").
- (b) The Prize includes:  
3 Nintendo DS's valued at \$250.00 each and an iPad valued at \$579.00 Total prize value is \$1503.00
- (c) The Prize is not transferable, exchangeable or redeemable for cash. The Prize value is 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.
- (d) The Promoter's decision and all matters pertaining to this Competition will be final. No correspondence will be entered into.
- (d) Any travel or accommodation costs incurred by the winner are their own responsibility.

- (e) In the event that 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.
- (f) If the winner/s is under the age of 18 as at the date of the draw, an adult must accompany the minor in the Prize.

#### 4: COMPETITION DATES

- (a) The Competition will run from 12.01am on 1 October 2011 to 11.59pm on 9 December 2011. All entries / redemptions received after this time are ineligible for entry into the Competition and no responsibility will be accepted by the Promoter for lost, late or misdirected entries / redemptions.
- (b) The Promoter is neither responsible nor liable for any late, lost or misdirected entries and all entries are deemed to be received at the time of receipt by the Promoter.

#### 5: THE DRAW

The Competition shall be determined as follows:

- (a) eligible entrants must complete a drawing which meets the guideline's as outline's on tennis.com.au
- (b) the draw will take place at Tennis Australia's offices, Melbourne Park, Batman Avenue Melbourne Victoria 3000 at 9.00am (EST) on Monday 12 December 2011.
- (c) The individual Prizes are a game of skill and chance plays no part in determining the winner. The Prize winners, being entrants with the best drawings in the three categories (red, orange and green) will be determined by a panel of judges.
- (d) The school Prize is a game of chance and the winner will be determined by random selection.

#### 6: NOTIFICATION AND COLLECTION OF PRIZE

- (a) The Prize Winners will be notified in writing within seven (7) days of the Draw and their full names published on the Tennis Australia website on Monday 12 December 2011.
- (b) The Prize will be mailed to the winner on Tuesday 13 December 2011.
- (c) In the event that the Prize Winner is unable to be contacted, and all methods of communication are unsuccessful, unclaimed prizes will be dealt with as prescribed by the law of the State or Territory of Australia in which the winner resides.
- (d) The prize remains the property of the Promoter until claimed by the Prize Winner.

#### 7: PRIVACY

All entries are the property of the Promoter. By entering this Competition, entrants understand and agree that the Promoter may use and disclose the information provided, including the entrant's personal information, to administer the Competition and announce the winner. The entrant consents to the Promoter providing the entrant's personal information to organisations that assist the Promoter with administering the Competition and announcing the winner, and to third parties as required by law (including authorities that regulate this Competition). If you are not willing for this to occur you cannot participate in the Competition.

Entrants are able to access personal information which they provide as part of their entry by contacting the Promoter upon reasonable notice.

#### 8: DISCONTINUATION AND DISQUALIFICATION OF THE COMPETITION

- (a) The Promoter reserves the right to discontinue the Competition at any time and at its sole discretion may cancel, terminate or modify the competition.
- (b) Without limiting the foregoing, the Promoter reserves the right, in its sole discretion, to disqualify any individual:
  - (i) for tampering with the entry process or the Competition generally;
  - (ii) if the Promoter becomes aware that the entrant does not own, or have full legal authority to authorise the use and reproduction of any photograph or materials that they submit or use in connection with the Competition; or
  - (ii) for otherwise acting in violation of these terms and conditions.

#### 9: EXCLUSION OF LIABILITY

- (a) The Promoter takes no responsibility for the loss of Prizes due to incorrect or imprecise delivery or contact details provided by an entrant.
- (b) The Promoter makes no representations or warranties as to the quality/suitability/merchantability of any of the goods or services offered as Prizes.

- (c) The Promoter is not responsible for losses associated with any change to the value of any prizes.
- (d) To the extent permitted by law, the Promoter is not liable for any loss suffered or sustained 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 prize winner(s) and where applicable, to any persons accompanying the winner.