

## **Win lunch for you and a guest with James Hird and tickets to the Australian Open 2012 Competition Terms and Conditions**

Information on eligibility and how to enter this competition (the "**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 entities are eligible to enter the Competition: individuals who are Victorian residents and over 18 or businesses which are based in Victoria which correctly complete the specially marked booking form and pay for two (2) Australian Open 2012 Grand Slam Select packages between December 15 2011 and December 21 2011. The specially marked booking form will state the promotional code "bombers" on the covering page.
- (b) Entry is only open to, and the prize can only be awarded to, individuals who reside in Victoria or businesses based in the State of Victoria, which book two (2) Grand Slam Select packages.
- (c) The Promoter reserves the right to request the winner to provide proof of corporate identity, in order to claim a prize. Proof 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 entrant 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.
- (d) The competition is not open to:
  - (i) employees of, or contractors to, the Promoter or any of its agencies involved with this competition; or
  - (ii) immediate family members of such employees and contractors.

### **3: THE PRIZE**

- (a) All eligible entrants will go into the Draw to win:
  - (i) lunch for the Winner and one guest at the Australian Open with James Hird and guest (or if James Hird is unable to attend, another footy legend and his guest, as determined by the Promoter) in attendance; and
  - (ii) 2 tickets to one session of the Australian Open on the same day. All tickets issued are subject to the Australian Open Ticket Conditions of Sale and Entry, as amended from time to time. .

The Prize must be taken on a date and time determined by the Promoter between 16 and 29<sup>th</sup> January 2012 (based on James Hird's availability).

- (b) Elements of the Prize are a 'money can't buy' experience and are not available for retail sale. Otherwise, the lunch for 4 people is valued at \$660 inclusive of GST, and the Australian Open tickets for 2 people are valued at between \$135.80 inc GST and \$739.80 inc GST (dependent on the session and day on which the Prize is to be redeemed).
- (c) The prize is not transferable, exchangeable or redeemable for cash. 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.
- (e) Any travel or accommodation or other incidental costs incurred by the winner are its own responsibility.
- (f) In the event that for any reason whatsoever the 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.

### **4: COMPETITION DATES**

- (a) The Competition will run from 12:01am on Wednesday 4 December, 2011 to 12.00am on Thursday 22 December 2012;
- (b) Any Grand Slam Select bookings received by the Promoter before or 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;

- (c) All entries are deemed to be received at the time of receipt by the Promoter (that is, the time of entry into the Promotion database) and not time of transmission by the entrant.

#### 5: THE DRAW

- (a) The prize draw will take place at Tennis Australia, Melbourne Park, Batman Avenue, Richmond, Victoria, 3121 at 10.00am on Friday 23 December 2011 ("the Draw").
- (b) This is a game of chance and skill plays no part in determining the winner. The prize winner will be drawn at random from all valid competition entries received.

#### 6: NOTIFICATION AND COLLECTION OF PRIZE AND REDRAW

- (a) The Prize Winner will be notified by phone and in writing on Friday 23 December 2011, and the Prize Winner's name will be published in the Herald Sun on Wednesday 28 December 2011.
- (b) The Prize Winner must contact the Promoter within 7 days of the Draw to claim its Prize.
- (c) The Prize will be mailed to the winner before Thursday 12 January 2012.
- (d) 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.
  - (i) A prize winner will be drawn at random from all remaining valid competition entries received (the "Redraw Winner").
  - (ii) The redraw will take place at Tennis Australia, Melbourne Park, Batman Avenue, Melbourne at 9am (EST) on Friday 6 January 2012 ("the Redraw").
  - (iii) The Redraw Winner will be contacted by phone and in writing using contact details provided in their entry within seven (7) days of the Redraw and their full name published in the Herald Sun on Wednesday 11 January 2012.

#### 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.

You consent to the Promoter using your personal information to advise you of promotions, events, special offers and other like activities offered by the Promoter or its stakeholders. Except where permitted or required by law, or where your consent is obtained, this information will not be disclosed to third parties.

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
  - (iii) 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.

- (e) If the Winner's guest is under 18 years of age, the Winner must take responsibility for that guests and accompany them at all times.