

2016 ANZ Tennis Hot Shots Shanghai Rolex Masters Experience Competition

Conditions of Entry

1. Information on how to enter the 2016 ANZ Tennis Hot Shots Shanghai Rolex Masters Experience Competition (**Competition**), mechanics of entry and prizes form part of these Conditions of Entry. Entry into the Competition is deemed acceptance of these Conditions of Entry. Entry is via Internet only.
2. The Promoter is Tennis Australia Ltd, (ABN 61 006 281 125) trading as Tennis Australia, Melbourne Park, Batman Avenue, Melbourne, Victoria, 3000 (**Promoter**).

Eligibility to enter the Competition

3. Entry is only open to Australian residents who at the time of entry are registered ANZ Tennis Hot Shots players, aged three (3) and over, who will be under thirteen (13) years of age on 17 October 2016 (**Entrants**). Entrants can only enter in their own name. Only one entry is permitted per person. Entrants (and their parent/guardian) must hold a valid passport and be available for travel to Shanghai on **10 October 2016** (returning **13 October 2016**) for attendance at the Shanghai Rolex Masters 2016 on **12 October 2016**. By entering the Competition, Entrants warrant that they have express permission from their parent/guardian to enter the Competition and will provide the Promoter with a letter evidencing such permission upon request.
4. The Promoter reserves the right to request each Entrant (and their parent/guardian) that is a Prize 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 an Entrant who is a Prize Winner (and their parent/guardian) cannot provide suitable proof, the Prize Winner will forfeit the prize in whole and no substitute will be offered.
5. Contractors and employees (and their immediate families) of the Promoter, Australia and New Zealand Banking Group Ltd (ANZ) or any of its agencies or contractors involved with this Competition are ineligible to enter the Competition.

Key Competition Dates

6. The Competition opens at **9:00am (AEST)** on **20 June 2016** and closes at **5:00pm (AEST)** on **19 August 2016 (Competition Period)**. All entries received outside the Competition Period are ineligible for entry into the Competition and no responsibility will be accepted by the Promoter for lost, late, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries. All entries are deemed to be received at the time of receipt of the web entry into the Competition database and NOT at the time of transmission by the Entrant.

Competition Entry Procedure

7. To enter the Competition, Entrants must, during the Competition Period:

- (a) go to the ANZ Tennis Hot Shots website at <http://hotshots.tennis.com.au> and click on the competition link to access the entry form;
 - (b) fully complete the entry form; and
 - (c) answer in fifty (50) words or less: *'Why I want to meet Novak Djokovic'*. (Answers will be judged on creativity, relevance to the Competition, and demonstration of the ANZ Tennis Hot Shots values).
8. All entries will become the property of the Promoter. All entries must be the Entrant's original work and the Entrant agrees that the Promoter and ANZ may make copies of or publish their entry and undertake that the entry is not, and its use by the Promoter or ANZ will not be in breach of any person's intellectual property rights.
 9. Each Entrant consents to the Promoter (and/or ANZ) 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. Each Entrant warrants that their entry is not, and its use by the Promoter will not be in breach of any third party intellectual property rights. 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.

Judging and Prize Winners

10. Judging will take place by a panel of judges (representatives of the Promoter and ANZ) on **22 August 2016**. Entries will be judged on creativity, relevance to the Competition, and demonstration of the ANZ Tennis Hot Shots values as determined by the judges (**Judging Criteria**).
11. There will be two (2) prize winners (each a **Prize Winner**).
12. The Competition is a game of skill and chance plays no part in determining the Prize Winners.
13. The Promoter's decision and all matters pertaining to this Competition will be final. No correspondence will be entered into.

Notification and Collection of Prizes and Redraw Process

14. The Prize Winners will be contacted by phone and email within two (2) business days of the final decision.
15. Each Prize Winner must confirm their eligibility and claim their Prize Package by 5.00pm (AEST) **25 August 2016 (Prize Claim Date and Time)** (subject to any relevant overriding State or Territory legislative timing requirements).
16. The Prize Winners will have their full name and state of residence published on

<http://hotshots.tennis.com.au> within seven (7) business days of the final panel decision.

17. Subject to any relevant State or Territory laws - if a Prize Package is unclaimed by the Prize Claim Date & Time or if a Prize Winner is ineligible or an entry is otherwise invalid under these terms and conditions, the relevant Prize Winner's entry will be deemed to be invalid and the Promoter reserves the right to award the relevant Prize Package to the next best valid entry or entries (as applicable) which meet the Judging Criteria, as determined by the judges. The re-awarding of a prize package will take place on **29 August 2016**. If the Prize Package is no longer capable of being redeemed, a new winner will receive a prize(s), 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).
18. Each Prize Package remains the property of the Promoter until claimed by the Prize Winners or the revised winner (if any). Each Prize Package is subject to hotel and flight availability (as booked by ANZ).
19. The Promoter is neither responsible nor liable for any loss or damage suffered in the event that the scheduled matches at the Shanghai Rolex Masters are cancelled, postponed, rescheduled or relocated for any reason whatsoever.

Prize Package

20. Each eligible Prize Winner will receive a Prize Package consisting of:
 - a) One (1) child ticket valued at \$81.50 (including GST) and one (1) adult ticket valued at \$81.50 (including GST) to attend one (1) day session at the Shanghai Rolex Masters on Wednesday 12 October 2016 at Qi Zhong Tennis Centre, Minhang District, Shanghai, China;
 - b) One (1) return economy flight from the Prize Winner's nearest capital city in Australia to Shanghai, China for one (1) child valued up to a maximum of \$2,500 (including GST) and one return economy flight from the Prize Winner's nearest capital city in Australia to Shanghai, China for one (1) adult valued up to a maximum of \$2,500 (including GST), departing Australia on Monday 10 October 2016 and returning from China on Thursday 13 October 2016;
 - c) One (1) return airport transfers from the relevant Shanghai international airport to the accommodation specified in clause 16(d) below, valued at \$250 (including GST) for one (1) child and one (1) adult on Monday 10 October 2016 and Thursday 13 October 2016;
 - d) Accommodation for three (3) nights at the Shangri La Jing An Hotel for one (1) Deluxe room to accommodate a child and an adult valued at \$978 (including GST) on from Monday 10 October 2016 to check-out on Thursday 13 October 2016;
 - e) One (1) return transfer between the accommodation at the Shangri La Jing An Hotel and the Shanghai Rolex Masters venue for one (1) child and one (1) adult on Wednesday 12 October 2016 valued at \$250 (including GST); and

f) a possible opportunity to meet Novak Djokovic at the Shanghai Rolex Masters (subject to Novak Djokovic's availability, playing schedule and any other commitments).

Elements of this prize are a 'money can't buy' experience and otherwise each Prize Winner's prize package is valued at up to \$6,641 inclusive of GST but is not available for retail sale. The total prize pool of the Competition is valued at up to \$13,282. All values specified are in Australian dollars.

21. The prizes 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 laws.
22. All costs associated with the prize package not specifically set out in clause 16 including, but not limited to, any transport costs, transfer costs, meals, taxes, insurance, passports, visas, spending money and other ancillary costs are the responsibility of each Prize Winner and their parent or guardian.
23. Each Prize Winner and their parent or guardian will be responsible for meeting any health or other government requirements for international travel including valid passports, necessary visas, travel authorizations, medical advice and recommended vaccinations and immunisations. In the event that for any reason whatsoever a Prize 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 Prize Winner and cash will not be awarded in lieu of that element of the prize.
24. A parent or guardian must accompany each Prize Winner in the participation of all elements of the prize package. Only a winning Entrant's own parent or guardian may accompany a Prize Winner in connection with the prize package for this Competition.
25. All tickets to the Shanghai Rolex Masters 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 Prize Winner and their parent or guardian forfeits all rights to attend the relevant event. The Promoter is neither responsible nor liable for any loss or damage suffered in these circumstances.
26. Each Prize Winner may potentially have the opportunity to meet Novak Djokovic (subject to Novak Djokovic's availability, playing schedule and any other commitments) during the Shanghai Rolex Masters, however the Promoter does not guarantee this and will not be liable for the failure of the Prize Winners and their parent or guardian to see or meet that person or failure of that person to attend, for whatever reason.
27. Each Prize Package awarded (including accommodation and flights) will be booked by ANZ on behalf of 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 each Prize Winner and their parent or guardian.

28. Each Prize Winner and their parent/ guardian 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.

Privacy

29. By providing personal information you agree that this information will be used by the Promoter and/or ANZ for the purposes of conducting this Competition, announce the Prize Winners, for related promotional purposes 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 ANZ, related companies, other Australian Tennis Organisations, and third parties who provide services to the Promoter and other third parties where required by law. Such third parties may be located overseas. The Promoter and/or ANZ 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.
30. 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.
31. Where the Competition is communicated on a social media channel, entrants and participants in the Competition acknowledge that the Competition is in no way sponsored, endorsed or administered by or associated with the particular social media channel and entrants and participants in the competition release the applicable social media channel and its associated companies from all liability arising from the Competition. Entrants provide their information to the Promoter and not to the relevant social media channel.

Discontinuance and Disqualification of Competition

32. 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(s) to the same value as the original prize(s). Any change to or cancellation of this Competition, for whatever reason, is subject to the written direction of all relevant State and Territory legislative departments, if applicable.

33. Without limiting the foregoing, the Promoter reserves the right, in its sole discretion, to disqualify any Entrant:
 - (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.
34. 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.

Exclusion of Liability

35. Neither the Promoter nor ANZ takes any responsibility for the loss, any damage to or delay in the transit of any prize package due to incorrect or imprecise delivery or contact details provided by an Entrant.
36. To the extent permitted by law, neither the Promoter nor ANZ makes any representations or warranties as to the quality, suitability or merchantability of any of the goods or services offered as prizes.
37. Neither the Promoter nor ANZ is responsible for losses associated with any change to the value of any prizes.
38. To the extent permitted by law, neither the Promoter or ANZ is 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, ANZ or its or their servants or agents, in connection with the arrangements for supply, or the supply, of any goods or services by any person to the Prize Winners and where applicable, to any persons accompanying each Prize Winner. Prizes are funded by Australia and New Zealand Banking Group Ltd (“ANZ”) A.B.N. 11 005 357 522 of 833 Collins Street Docklands Victoria 3008.