

**Smash the Secret Social Media Competition  
Schedule to Terms of Entry**

<b>Name of Competition</b>	Smash the Secret Social Media Competition
<b>Promoter</b>	Tennis Australia Ltd (ABN 61 006 281 125) trading as Tennis Australia, Melbourne Park, Olympic Boulevard, Melbourne, Victoria 3000.
<b>Location</b>	Worldwide
<b>Entry Restrictions</b>	<p>Entrants under 18 years of age must have permission to enter the Competition from a parent/guardian to be eligible to enter.</p> <p>Entrants must 'follow' the official Australian Open Instagram account to be eligible to enter.</p> <p>Entrants must have their Instagram account set to 'public' view to be eligible to enter.</p>
<b>Competition Period</b>	<p>The Competition Period begins at 9:00am on Monday 16 January 2017 AEDT.</p> <p>Entries into the Competition will close on the earlier of the time that the Winner/Runners-Up have been determined or by 5:00pm Saturday 28 January 2017 AEDT.</p> <p>The Competition Period (and Entries into the Competition) closes when the first Entrant has successfully uploaded all seven (7) '#SmashTheSecret' images with relevant filters and has clearly revealed the hidden sentence via their personal Instagram account.</p>
<b>Entry Method</b>	<p>During the Competition Period, TA will upload a total of seven (7) images with the hashtag '#SmashTheSecret' to its official Instagram account (@AustralianOpen). Images will be uploaded every second day at various times unknown to Entrants, starting at 9:00am Monday 16 January 2017 AEDT.</p> <p>Entrants must:</p> <ol style="list-style-type: none"> <li>1. follow the official Australian Open Instagram account (@AustralianOpen) and ensure that their personal Instagram account is set to 'public' view;</li> <li>2. take a screenshot of each Australian Open '#SmashTheSecret' image uploaded to the official Australian Open Instagram account;</li> <li>3. use the Instagram filters to reveal the hidden 'code word' contained in each '#SmashTheSecret' photo;</li> <li>4. upload each '#SmashTheSecret' photo with the relevant filter revealing the 'code word' to their personal Instagram account along with the tag @AustralianOpen and the hashtag #SmashTheSecret; and</li> <li>5. repeat this process for each image (7 in total) to successfully unscramble the 'secret' sentence.</li> </ol>
<b>Maximum number of entries</b>	Entrants may enter the Competition as many times as they wish, however Entrants may only win one prize each.
<b>Judging Criteria</b>	Each valid Entry will be individually judged (by representatives of the Promoter) based on Entries that correctly reveal the 'secret' sentence first in time by following the correct Entry Method.

	<p>The first eligible Instagram account to correctly unscramble and reveal the 'secret' sentence will be awarded the Winner's Prize. The next nine (9) eligible Instagram accounts immediately following the Winner to correctly unscramble and reveal the 'secret' sentence will be awarded a Runner-Up Prize.</p> <p>The Promoter may place additional weight on entries that are received first in time. If two entries are received at the same time, the Promoter may apply other judging criteria to the entries in its discretion to determine a winner and/or runner-up.</p>
<b>Prize Details</b>	<p>The Winner will receive a \$500.00 (inclusive of GST) Australian Open merchandise voucher that may be redeemed either on-site at Melbourne Park during the 2017 Australian Open or through the official Australian Open online store (<a href="http://www.australianopenshop.com">www.australianopenshop.com</a>). If redeemed online, the Winner will be required to pay for postage on the delivery of the merchandise purchased ("Winner's Prize").</p> <p>Each of the nine (9) Runners-Up will receive one \$40.00 (inclusive of GST) Australian Open merchandise voucher each, which may be redeemed on-site at Melbourne Park during the 2017 Australian Open or online. If used online, the Promoter will cover the postage on the delivery of merchandise purchased (for Runner-Up prizes only) ("Runner-Up Prize").</p>
<b>Total Prize Pool</b>	Total Prize Pool = \$860.00 inclusive of GST (based on 1 x \$500.00 major prize plus 9 x \$40.00 minor prizes).
<b>Notification of Winner/Runners-Up</b>	The Promoter will contact the Winner and each Runner-Up via a private message on Instagram after they have correctly revealed the 'secret' sentence. The Winner and each Runner-Up is required to respond to this private message and may be required to confirm their identity.
<b>Prize Claim Date and Time</b>	Prize/s must be claimed within twenty-four (24) hours from notification to the Winner/ each Runner-Up by the Promoter on Instagram.
<b>Prize Delivery</b>	<p>The Winner/each Runner-Up will receive their Australian Open merchandise voucher via their email address, which the Winner/each Runner-Up will provide to the Promoter via Instagram private message.</p> <p>If vouchers are redeemed on-site at Melbourne Park, then the Winner and/or each Runner-Up will collect their merchandise in person. If redeemed online, then the Winner/each Runner-Up will have their chosen merchandise posted to them (in which case the Winner only must pay for additional postage costs).</p>
<b>Special Conditions</b>	Entrants authorise the Promoter to use their entries, in their entirety (words or images), for the purposes of promoting tennis on digital platforms, in accordance with clauses 24 – 27 of the Terms and Conditions of Entry below.

## **Tennis Australia Trade Promotion: Game of Skill – 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 residing in the Location 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 and/or any runner-up 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 and/or any runner-up cannot provide suitable proof, the winner and/or any runner-up will forfeit the prize in whole and no substitute will be offered. Entrants may submit the Maximum number of entries.
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 and no responsibility will be accepted by the Promoter for lost, late, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries claims or correspondence.
5. The prize/s will be awarded to the valid entrant or entrants (as applicable) which best meet the Judging Criteria, as determined by the judges, in accordance with the Prize Details. Entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be invalid.
6. The Promoter's decision and all matters pertaining to this Competition will be final. No correspondence will be entered into.
7. This is a game of skill and chance plays no part in determining the winner and/or any runner-up.

### **Prize**

8. The prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
9. 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.
10. In the event that for any reason whatsoever a winner and/or any runner-up 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/or any runner-up and cash will not be awarded in lieu of that element of the prize.
11. 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/or any runner-up (and their companion/s if applicable).
12. 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/or any runner-up (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.

13. If a prize involves the winner and/or any runner-up 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/or any runner-up (and their companion/s, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.
14. 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 and/or any runner-up.
15. The winner and/or any runner-up (and their companion/s if applicable) will be responsible for meeting all the entry requirements as well as any health or other government requirements for international travel including valid passports, necessary visas, travel authorizations, medical advice and recommended vaccinations and immunisations. Failure to fulfil these requirements may result in the prize being forfeited or any additional costs being incurred at the expense of the winner and/or any runner-up. The winner and/or any runner-up (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.
16. If a winner and/or any runner-up 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 and/or any runner-up'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**

17. The winner and/or any runner-up will be notified in accordance with the Notification of Winners/Runners-Up section of the Schedule and have their full name and state of residence published in the manner set out in the Publication Details.
18. The winner and/or any runner-up must confirm their eligibility and contact the Promoter by the Prize Claim Date and Time. If any prize is not claimed by the Prize Claim Date and Time, the relevant winner and/or any runner-up entry will be deemed to be invalid and the Promoter reserves the right to award the relevant prize/s to the next best valid entry or entries (as applicable) which meet the Judging Criteria, as determined by the judges, that has not already received a prize. If a prize is no longer capable of being redeemed, the new winner and/or any runner-up 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).

#### **Privacy**

19. By providing personal information the entrant agrees 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 the entrant may access and seek correction of their personal information or complain about a breach of their privacy, and how the Promoter will deal with that complaint. If the entrant does not agree, the entrant must not provide their personal information, and they will be unable to enter the Competition. The Promoter may disclose the entrant's personal information to other parties, including the Promoter's related companies, other Australian Tennis Organisations, and third parties who provide the Promoter with services. From time to time, these third parties may be located (and therefore the entrant's personal information may be disclosed) overseas, including to the USA and the Netherlands. The Promoter may use and disclose the entrant's personal information for the purposes of conducting the Competition and for direct marketing purposes regarding related products and services and other competitions, unless the entrant opts-out (which the entrant can do at any time in accordance with the tennis privacy

policy), and for facilitating further offers if the entrant ticks relevant boxes when entering the Competition.

20. 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.
21. 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**

22. 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.
23. 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**

24. 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. Each entry must be the entrant's original work and 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.
25. 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.
26. Each entrant acknowledges and agrees that all intellectual property rights in any material created by the entrant in the course of providing the entry is the exclusive property of TA and is assigned to TA immediately on creation.
27. Each entrant acknowledges and agrees that TA may make alterations or modifications to any photographs submitted by an entrant pursuant to this Agreement whether or not this amounts to 'derogatory treatment' as defined in the Copyright Act 1968 (Cth). Each entrant further agrees that TA is not required to attribute authorship in any materials created pursuant to this Agreement.

#### **Exclusion of Liability**

28. 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.
29. 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.
30. The Promoter is not responsible for losses associated with any change to the value of any prizes.
31. To the extent permitted by law, the Promoter and its associated agencies and companies will not be 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 winner and/or any runner-up and where applicable, to any persons accompanying the winner and/or any runner-up.