

ANZ Tennis Hot Shots Competition Terms and Conditions

1. Information on how to enter the 2018/19 ANZ Tennis Hot Shots “Noise Please Competition” (**Competition**), mechanics of entry and prizes form part of these Terms and Conditions. Entry into the Competition is deemed acceptance of these Terms and Conditions. Entry is via Internet only.
2. The Promoter is Tennis Australia Ltd, (ABN 61 006 281 125) trading as Tennis Australia, Melbourne Park, Olympic Boulevard, Melbourne, Victoria, 3000 (**Promoter**).

Key competition dates

3. The Competition starts at 5:00pm (AEDT) on 17 December 2018 and ends at 5:00pm (AEDT) on 31 March 2019 (**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 or misdirected entries. All entries are deemed to be received at the time of social post with the relevant hashtag.

Eligibility to enter

4. Entry is only open to residents of Australia. Entrants under 18 years of age must have permission to enter the Competition from a parent/guardian.
5. 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.

Competition Entry Procedure

6. To enter the Competition, Entrants must, during the Competition Period:
 - a) Share a video of their children responding to the challenge criteria as stated in the social post;
 - b) Tag @TennisAustralia in either the video or social post caption;
 - c) Include #NoisePlease in social post caption.
7. Only videos shared on public social media accounts will be considered.
8. Each valid entry will be individually judged (by representatives of the Promoter) based on, among other things, creativity and relevance to the Competition.

Entry rights

9. 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.

10. 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.

Competition winner

11. There will be one winner during the competition period.
12. The winner will be provided with one complimentary term of ANZ Tennis Hot Shots.
13. The winner will be notified via social media direct message and a tag in an announcement post within 7 days of the competition period finishes.
14. The winner will then be given instructions to redeem their free term of ANZ Tennis Hot Shots with a coach in their area.
15. The prize/s are not transferable, exchangeable or redeemable for cash.
16. All costs associated with the prize 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).

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.

Privacy

19. 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,

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.

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.

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.