

## Basketball Victoria 'Design Your Jersey' Competition

### Conditions of Entry

<b>Promotion:</b>	'Design Your Jersey' Competition 2020
<b>Promoter:</b>	Basketball Victoria
<b>Promotion Partners:</b>	AND1 and Spalding Australia
<b>Promotional Period:</b>	<b>Start Date:</b> 29/06/2020 at 9.00am AEST <b>End Date:</b> 31/07/2020 at 11.59pm AEST
<b>Eligible entrance:</b>	Entry is open to all Australian residents who are 6 years and over. Entrants must have parent or legal guardian approval to enter if between the ages of 6 and 17 years old.
<b>How to Enter:</b>	<p>To enter the competition, the entrant must;</p> <ul style="list-style-type: none"> <li>• Complete the entry form for as attached on the Basketball Victoria website (ADD COGNITO FORM LINK). All details filled out must be correct and true to the person completing the form. <b>AND</b>;</li> <li>• Draw their basketball jersey design on the template provided (this is in the shape of a jersey) and attach a copy of this design to the entry form above. Pictures, scans and copies of their design must be clear. Designs can be created using digital and/or physical tools (i.e. pens, pencils, markers, online programs, etc.)</li> </ul> <p>A total of 6 (six) entrants will receive physical prizes.</p> <p>The first place winning design will be produced physically by AND1 onto a custom basketball jersey for the winning recipient to own. The winner must be prepared to assign all copyright in the design to Basketball Victoria for no fee.</p> <p>Basketball Victoria and AND1 reserve the right to alter the jersey design in the process of it being replicated. Certain designs/ colors may not be possible to be replicated exactly. AND1 will aim to replicate the winning design to the best of their ability.</p> <p>The winning designs will be determined by a panel of Basketball Victoria staff members.</p>
<b>Entries permitted:</b>	Only one (1) eligible entry per person will be accepted. The entrant is eligible to win a maximum of one (1) prize. By completing the entry method, the entrant will receive one (1) entry.
<b>Prize Description:</b>	<p>There is a total of 6 (six) prizes on offer under the categories of First Place, Second Place and Third Place.</p> <p><b>FIRST PLACE (x1)</b></p> <ul style="list-style-type: none"> <li>• AND1 custom basketball jersey with your design printed onto it x1</li> </ul>

	<ul style="list-style-type: none"> <li>• Spalding Colouring-In Ball x1</li> <li>• \$100 AND1 voucher for the purchase of AND1 shoes</li> </ul> <p><b>SECOND PLACE (x2)</b></p> <ul style="list-style-type: none"> <li>• Spalding Colouring-In Ball x1</li> <li>• \$50 AND1 voucher</li> </ul> <p><b>THIRD PLACE (x3)</b></p> <ul style="list-style-type: none"> <li>• Spalding Colouring-In Ball x1</li> </ul>
<b>Winner notification:</b>	The winner will be contacted by email or phone within fourteen (14) days of the judging period.
<b>Unclaimed Prizes:</b>	In the event of an unclaimed prize, Basketball Victoria may at its discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. Basketball Victoria is under no obligation to award any unclaimed prize.

## Terms & Conditions

1. The entrant agrees and acknowledges that they have read these Conditions of Entry and that entry into the Competition is deemed to be acceptance of these Conditions of Entry.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by Promoter (Basketball Victoria) and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
5. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable.
6. Judging:
  - a. The winner will be determined by representatives of the Promoter. Each entry will be judged on the basis of the individual originality, creative merit and literary merit of the jersey design submitted on entry.
    - i. The best valid entry, as determined by the judges, will win the prize specified in the Schedule above.
    - ii. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
    - iii. The winner will be determined by skill. Chance plays no part in determining the winner. The judges' decision is final and binding and no correspondence will be entered into.

7. All reasonable attempts will be made to contact each winner.
8. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
9. No entry fee is charged by the Promoter to enter the Promotion.
10. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
11. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically.
12. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
13. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
14. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
15. All material submitted on entry (e.g. t-shirt design/s, photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the

right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoter and Basketball Victoria of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoter and Basketball Victoria, its affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to re-production on t-shirts produced and/or distributed by either Basketball Victorian and/or the Promoter, future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoter and/or Basketball Victoria, to assign all of their rights, title and interest (including copyright) in and to their entry to Basketball Victoria, and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoter and Basketball Victoria will not be liable for any entries, to the extent permitted by law. The Promoter and Basketball Victoria reserve the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoter and Basketball Victoria will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoter and Basketball Victoria pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the Promoter and Basketball Victoria will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoter and Basketball Victoria for any breach of the Terms and Conditions including this clause.

16. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

17. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

18. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.

19. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.

20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.