

## 2019 ANZ Future Champs Competition

### Terms and Conditions

1. Information on how to enter the 2019 ANZ Future Champs 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**).

### Eligibility to enter the Competition

3. Entry is only open to Australian permanent residents who are currently registered ANZ Tennis Hot Shots players. (**Entrants**). Entrants can only enter in their own name. Entrants must have permission from their parent/guardian to enter this Competition. 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. The Promoter reserves the right to request the 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 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 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. Entrants may enter the Competition as many times as they wish, but each Entrant may only be selected as a Prize Winner once.
4. Contractors and employees (and their immediate families) of the Promoter, or any of its agencies or contractors involved with this Competition are ineligible to enter the Competition.

### Key Competition Dates

5. The Competition starts at 5:00pm (AEDT) on 20 August 2019 and ends at 5:00pm (AEDT) on 3 November 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 receipt of the web entry into the Competition database and NOT at the time of transmission by the Entrant.
6. All Entrants and their parent/guardian must be available to attend the Australian Open 2020 and between Monday 20 January 2020 and Sunday 2 February 2020 (*exact dates to be confirmed by the Promoter*).

### 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://www.hotshots.tennis.com.au> and click on the 'Win' tab to find a link to the Competition entry page;
  - b) submit their first name, last name, State, Post Code, date of birth and email address;
  - c) answer the survey questions;
  - d) in 100 words or less, tell us your ANZ Tennis Hot Shots story; and
  - e) Entrants may also upload a photo or video showing how they engage with tennis and/or ANZ Tennis Hot Shots to support their entry (optional).
8. Each valid entry will be individually judged (by representatives of the Promoter) based on, among other things, the creativity, relevance to the Competition and prose of the Entrant's response to part (d) above.
9. All entries will become the property of the Promoter. All entries must be original work and the Entrant agrees that the Promoter and Australia and New Zealand Banking Group Limited (**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.

### **Prize Winners**

10. There will be a total of eight (8) prize winners.
11. The Competition is a game of skill and chance plays no part in determining the Prize Winners.
12. Entries close on 3 November 2019. The eight best Entries submitted during the Competition Period will be selected based on the criteria described in clauses 7 and 8 above. Judging for the Prize Winners will take place within 14 days of the end of the Competition Period.
13. Each Prize Winner will receive:
  - a) an equipment pack including a 3 metre net, tennis balls and four tennis racquets, valued at \$340.00 inclusive of GST;
  - b) two reserve seat tickets to Rod Laver Arena for a session of the 2020 Australian Open on 23 January 2020, up to the total value of \$220.00 inclusive of GST (session allocation at the Promoter's discretion);
  - c) if the Prize Winner lives more than 300 km from Melbourne: return domestic economy flights from their nearest capital city to Melbourne to the maximum value of \$1,000.00 inclusive of GST per person and twin-share accommodation for two nights to the maximum value of \$275.00 inclusive of GST per night (Prize Winners who live within 300 km of Melbourne will not be eligible to receive any flights funded by the Promoter); and
  - d) ANZ Tennis Hot Shot on-court experience at the 2020 Australian Open on 23 January 2020 (time to be confirmed by the Promoter).

Each Prize is valued at up to a total of \$3,110.00 inclusive of GST (but is not available for retail sale). All tickets issued are subject to the 2020 Australian Open Ticket Conditions of Sale and Entry as amended from time to time.
14. The total prize pool of the Competition is valued at \$24,880 inclusive of GST.
15. 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.
16. The Promoter's decision and all matters pertaining to this Competition will be final. No correspondence will be entered into.
17. Any additional travel or accommodation costs incurred by a prize winner are their own responsibility.
18. In the event that for any reason whatsoever a 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.
19. A parent/guardian must accompany the winner in the participation of all elements of the Prize.

### **Notification and Collection of Prizes and Redraw Process**

20. Each Prize Winner will be contacted by phone and in writing using contact details provided in their entry within two (2) days of the relevant panel decision and notified of how the prize will be delivered.
21. Each Prize Winner will have their full name published on <http://www.hotshots.tennis.com.au> within seven (7) days of the relevant panel decision.
22. In the event that a 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.

23. The prizes remain the property of the Promoter until claimed by the prize winners or the revised winners (if any). The prizes cannot be changed once the bookings have been made. The prizes are all subject to hotel and flight availability where applicable.
24. The Prizes must be redeemed to coincide with the events currently scheduled to take place during the dates outlined in clause 13.
25. The Promoter is neither responsible nor liable for any loss or damage suffered in the event that the scheduled games at the Australian Open 2020 are cancelled, postponed, rescheduled or relocated for any reason whatsoever.

#### **Privacy**

26. By providing personal information the Entrant agrees that this information will be used by the Promoter and ANZ 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 to ANZ, 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.
27. 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, ANZ and any of the Promoter's related bodies corporate and to be contacted by the Promoter, ANZ or any of the Promoter's related bodies corporate in relation to this Competition.
28. Where the Competition is communicated on Facebook and/or other social media channels, Entrants and participants in the Competition acknowledge that the Competition is in no way sponsored, endorsed or administered by or associated with Facebook and/or other social media channels and Entrants and participants in the competition release Facebook and/or other social media channels and its associated companies from all liability arising from the Competition. Entrants provide their information to the Promoter and not to Facebook and/or other social media channels.

#### **Discontinuance and Disqualification of Competition**

29. 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 State and Territory legislative departments.
30. Without limiting the foregoing, the Promoter reserves the right, in its sole discretion, to disqualify any Entrant:
  - a) for tampering with the entry process or the Competition generally;
  - b) 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
  - c) for otherwise acting in violation of these terms and conditions.

#### **Exclusion of Liability**

31. The Promoter takes no responsibility for the loss of prizes due to incorrect or imprecise delivery or contact details provided by an Entrant.
32. 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.
33. The Promoter is not responsible for losses associated with any change to the value of any prizes.

34. To the extent permitted by law, the Promoter is not 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 prize winner(s) and where applicable, to any persons accompanying the winner.
35. 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.