**Adelaide 36ers Recreate with Walker competition**

**Terms and Conditions**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Adelaide 36ers **ABN 71 605 955 431** of 44A Crittenden Rd, Findon SA 5023(**Promoter**).
3. If you are an Eligible Person and satisfy all Entry Requirements then subject to these Terms & Conditions, you will be entered into the prize draw, to win a prize (“**Prize Draw**” or the “**Promotion**”).
4. Entries into the promotion open at 6:00pm (ACDT) on 02/03/22 and close at 6.00pm (ACDT) on 21/03/22 (“**Promotion Period**”).

**Eligibility and Entry**

1. Entry to the Promotion is ONLY open to individuals who:
	1. are permanent Australian Residents. Competition is open to all ages however those under the age of 18 must be accompanied by an adult to claim and utilise prize. For the purposes of these Terms & Conditions, “Australian Residents” means a person who resides in Australia at the start of the Promotion Period and who holds Australian citizenship or holds an Australian permanent residency visa. Employees of the Promoter and its related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) (“Related Body Corporate”) or immediate families of the aforementioned employees are ineligible to enter. For the purposes of these Terms and Conditions, “immediate family” means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin (“**Eligible Persons**”); and
	2. during the Promotion Period, enter into the Promotion by completing the **Adelaide 36ers** competition “Adelaide 36ers Recreate with Walker” as circulated by the Promoter via Social media, Solus EDM & Game Day CUBE on or about 02/03/22 or by visiting adelaide36ers.com/pages/recreate-with-walker, follow the prompts to the competition titled “**Recreate with Walker**” input the requested details (including full name, email address & video upload)

(collectively “**Entry Requirements**”).

**Eligible Applications**

1. Multiple entries into the Promotion are not permitted. Entrants can only enter in their own name. When an Eligible Person satisfies the Entry Requirement in paragraph 5 above, that Eligible Person will be entered into the Promotion. For the avoidance of doubt, the maximum number of entries for each Eligible Person who has satisfied the Entry Requirements during the Promotional Period is one (1) entry into the Promotion per Eligible Person.
2. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the Promotion is prohibited and may render all entries submitted by that individual invalid.

**Prize Draw**

1. There will be one (1) draw with one (1) winner chosen.
2. The total allocated prize pool for the Prize Draw is AU$2250.00(inclusive of GST) (as at March 2022) and includes 8 person courtside box with food & beverage ($2,110) plus a signed Adelaide 36ers signed Kai Sotto jersey (valued at $140). If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner’s behalf.
3. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. All taxes which may be payable as a consequence of receiving the prize are the sole responsibility of the winner. Any additional expenses involved are at the winners’ expense. Independent financial advice should be sought.
4. The draw will be conducted by the Adelaide 36ers at 44a Crittenden Road, Findon SA 5023 between 21st March – 25th March. via a random number generator by an authorised representative of the Promoter. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The sharing of prizes is not permitted.
5. In the event that the prize becomes unavailable for reasons beyond the Promoter’s control, the Promoter may at its discretion substitute the prize (or any part of it) for an alternative prize, subject to any written directions from a regulatory authority.
6. Allocation of the prize to the winner is final and binding and no correspondence will be entered into.
7. The winner will be notified by email via the contact details supplied by the Eligible Person to the Promoter when entering the Promotion. The winner will be notified within two (2) working days after the winner is drawn.
8. If the winner does not satisfy these Terms and Conditions or cannot be contacted within a reasonable timeframe in accordance with all requirements of all State and Territory regulatory authorities, the entry will be invalidated, and a further entry drawn within 30 business days of the relevant draw date in order to distribute the unclaimed prize. All non-winning entries from the relevant draw will be included in the unclaimed prize draw. The winner of the unclaimed prize draw will be notified in writing (via the contact details supplied by the Eligible Person) within two (2) working days of the draw. This will continue until a valid winning entry is drawn.
9. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct, calculated to jeopardise fair and proper conduct of the promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete or indecipherable entries will be deemed invalid.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

**Redemption and Use of Prize**

1. The prize is not transferable or redeemable for cash, any alternative form of credit or able to be exchanged.
2. It is a condition of accepting and participating in the prize that a winner may be required to sign a legal release or release(s) in a form determined by the Promoter in its absolute discretion.
3. The winner consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media or publication for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting the Promoter and/or for compliance with the requirements of a relevant regulatory authority.

**General**

1. The Promoter assumes no responsibility for any failure to receive an entry in the Promotion or for inaccurate information by any person or for any loss, damage, or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then the Promoter may modify the Promotion.
2. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings, and images (“Content”). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
3. As a condition of entering this promotion, each entrant licenses and grants the Promoter and its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
4. By entering the Promotion, all entrants consent to the Promoter and other third parties including but not limited to agents, contractors, service providers and media partners and providers using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for a reasonable period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter in connection with the promotion.
5. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
	1. to disqualify any entrant; or
	2. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
6. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.
7. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia (“**Non-Excludable Guarantees**”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
8. Except or any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
	1. any technical difficulties or equipment malfunction (whether or not under the Promoter’s control);
	2. any theft, unauthorised access or third-party interference;
	3. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
	4. any variation in prize value to that stated in these Terms and Conditions;
	5. any tax liability incurred by a winner or entrant; or
	6. taking of the prize/attendance at the prize event.

**The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to other third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use, and handle PI as set out in its Privacy Policy available at** <https://www.adelaide36ers.com/pages/privacy-collection-statement>

1. **In addition to any use that may be outlined in the Privacy Policy identified above, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose Australian entrant's PI to any entity outside of Australia in accordance with their respective Privacy Policies.**
2. The laws of Australia apply to this promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Adelaide, South Australia.