

TERMS AND CONDITIONS

MELBOURNE STARS '13th PLAYER' PROMOTION

INTRODUCTION

1. The Promoter is Melbourne Stars Limited ABN 48 152 852 278 located at 80 Jolimont Street, East Melbourne VIC 3002.
2. The following terms and conditions ("**Terms and Conditions**") apply for the Melbourne Stars '13th Player' promotion (the "**Promotion**").
3. The Entrant is any person who enters the Promotion in accordance with these terms and conditions (**Entrant**).
4. Entrants must be over the age of 16 years to enter and/or participate in the Promotion and must consent to these Terms and Conditions. Furthermore, Entrants over the age of 16 years but under the age of 18 years must get permission from a parent or guardian before entering.
5. Information on how to enter the Promotion and prize details form part of these Terms and Conditions.
6. Participation in the Promotion is deemed acceptance of these Terms and Conditions. By registering, the Entrant warrants that they have read, understood and accepted these Terms and Conditions.
7. Subject to any applicable laws, the Terms and Conditions may be updated by the Promoter at any time and no notice of the updated Terms and Conditions is required to be provided to Entrants.
8. Entries not completed in accordance with these Terms and Conditions are void. Entries will be deemed void if stolen, forged, mutilated or tampered with in any way.

HOW TO ENTER

9. The Promotion commences at 9am AEDST on 22 December 2017 and closes at 11:59pm AEDST on 4 January 2018 (**Registration Period**).
10. To enter into the Promotion, Entrants must complete the online 13th Man form hosted at www.melbournestars.com.au, including by providing all details required on the form completed to the satisfaction of the Melbourne Stars (in its absolute discretion (the **Registration Process**)).
11. The Entrant must ensure that the Registration Process is completed during the Registration Period.
12. The Promoter reserves the right to extend the Registration Period in its absolute discretion subject to any relevant laws.
13. Entries will be deemed accepted once the Registration Process is completed and at the Promoter's absolute discretion. No responsibility will be taken for lost, late or misdirected entries. The Promoter will be in no way responsible for incorrect or insufficient details provided by any Entrant. Should an Entrant's details change, it is the responsibility of the Entrant to provide these details to the Promoter.
14. Errors and omissions may be accepted at the Promoter's absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete, indecipherable, or illegible entries or those that contain offensive or defamatory comments or that breach any law or infringe any third-party rights, including intellectual property rights, will be deemed invalid.
15. Employees of the Promoter and agencies associated with this Promotion, and their respective immediate families, are ineligible to enter the Promotion.

16. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including but not limited to an Entrant's identity and place of residence) and disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process or whom it believes has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
17. 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.
18. For the avoidance of doubt, the Promoter is responsible for determining whether a person is an eligible Entrant in its absolute discretion.

PRIZE

19. The sole prize winner (1 winner) will be:
 - a. named the '13th Person' for the Melbourne Stars squad for its BBL match currently scheduled on the 6th January 2018;
 - b. provided with access to the player changeroom (with a Melbourne Stars representative) to meet certain players determined by the Promoter at a time and in a manner determined by the Promoter and subject to any applicable Cricket Australia regulations before or after the game;
 - c. supervised by a Melbourne Stars representative while at the game;
 - d. seated next to or in close proximity to the Melbourne Stars dugout for the entirety of the game subject to any applicable Cricket Australia regulations;
 - e. provided with a full playing kit consisting of training pants, a polo, and cap;
 - f. provided with a personalised jersey;
 - g. provided with a food and beverage package; and
 - h. provided with an entry ticket into the Melbourne Cricket Ground on 6th January 2018 for the purposes of the Promotion only.
20. The total value of the major prize is \$2,000 (including GST).
21. For the avoidance of doubt, there will be no other prizes.
22. The Promoter will advise the winner about how and when they are to accept their prize. If for any reason the winner does not take the prize at the time stipulated by the Promoter, the prize will be forfeited.
23. The prize (or any used or unused portion thereof) is not transferable, exchangeable or redeemable for cash. The prize value is in Australian dollars exclusive of GST and is based on the recommended retail value of prize components at the time of printing.
24. The Promoter accepts no responsibility for any variation in the value of the prize.
25. If any elements of the prize are unavailable, for any reason, the Promoter, in its discretion, reserves the right to substitute the prize or elements of the prize with a different prize or different elements of the prize to the equal value and/or specification and or an alternative date.

26. To the extent permitted by law: (a) the Promoter makes no representations or warranties as to the suitability of the prizes; and (b) no compensation will be payable if, for any reason, a winner is unable to use the prize as stated.

AWARD OF PRIZE

27. The promotion is a game of chance and the prize is drawn at random from all Entrants who have completed the Registration Process successfully. One winner will be chosen at random from all eligible entries received. The prize draw will take place at the Promoter's offices at 80 Jolimont Street, East Melbourne VIC 3002 at 10am (local time) on 4 January 2018.
28. The winner of the prize will be notified by telephone and by email, within 2 business days of the draw, using contact details registered with their Melbourne Stars membership. The winner's name will also be published on the Promoter's website within two weeks of the draw for a period of 28 days.
29. The Promoter's decision in relation to any aspects of the Promotion is, subject to State and Territory legislation, final and binding on every person who enters and no correspondence will be entered into.
30. In the event that the winner is unable to be contacted, and all reasonable methods of communication are unsuccessful, unclaimed prizes will be distributed by an unclaimed prize draw conducted by the Promoter at 80 Jolimont Street, East Melbourne VIC 3002 at 11:00am (local time) on 5 January 2018. The winner of any unclaimed prize draw will be notified in writing within 2 business days of the draw and published on the Promoter's website on 9 January 2018 for a period of 28 days. The prizes offered by this Promotion remain the property of the Promoter until claimed by the respective prize winner.
31. The Promoter will keep records for three years after the completion of the Competition, which provide:
- an accurate financial accounting of the Competition and all entries; and
 - an accurate reporting of the distribution of the prize.
32. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements as well as all these Terms and Conditions.

GENERAL

33. Entrants consent to the Promoter using the Entrant's (and their officers and agents) name, likeness, image, voice and/or other attributes in the event they are the winner (including any photograph, film and/or audio, visual and/or audio-visual recording of the same) in any media, on any media platform and for an unlimited period without any remuneration being payable or owed to the winner, where such use is for the purpose of promoting the Promotion (including any outcome) or promoting any products or materials manufactured, distributed and/or supplied by the Promoter.
34. 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 injury, death, vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism), the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
- To disqualify any entrant; or
 - To modify, suspend, terminate or cancel the Promotion, as appropriate.
35. 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 be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Promotion or prizes; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:

- a. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - b. any theft, unauthorized access or third party interference;
 - c. 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;
 - d. any variation in prize value to that stated in these Terms and Conditions;
 - e. any tax liability incurred by a winner or entrant; or
 - f. use of the prize.
36. As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
37. The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in the Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alterations of entries.
38. The Promoter collects personal information in order to conduct the Promotion and entry into the promotion is conditional on the provision of this information by an entrant. Information about an entrant may also be used by the Promoter and may be disclosed and used by third parties, including but not limited to agents, contractors, service providers, prize suppliers and related companies for the purposes of carrying out promotional, marketing, planning, product development, publicity, research and profiling purposes, including sending electronic messages, direct mail and telephoning the entrant, unless the entrant withdraws their consent to the use of their information in this manner. Entrants should direct any request to access, update, withdraw, correct information, or request not to receive information about future promotions or further correspondence by emailing the Promoter at info@melbournestars.com.au.
39. Personal Information provided when entering the Promotion is necessary for the conduct and management of the Promotion and will be collected, used and disclosed in accordance with the Promoter's Privacy Policy (available at <http://www.melbournestars.com.au/privacy-policy>). Entrants acknowledge that the Promoter may use or disclose personal information for the purposes of conducting and administering the Promotion or promotional material or otherwise in accordance with the Promoter's Privacy Policy. For the avoidance of doubt, by entering this Promotion, the Entrant acknowledges and agrees that their details will be added to the Promoter's mailing database and marketing communication systems, which may include marking and communication via SMS. Further, where an Entrant ticks the box "I agree to receive information/updates on where I can play cricket" the Entrant acknowledges that they agree their details will be added to the relevant marketing and communication database and will receive updates about these matters from time to time. The Promoter may share personal information with third parties such as Cricket Australia, Cricket Victoria, companies engaged by the Promoter to carry out functions and activities on the Promoter's behalf including direct marketing and the Promoter's professional advisers, including its accountants, auditors and lawyers and insurers and government departments or agencies, provided, however, that personal information is not generally disclosed to anyone outside Australia. The Promoter's Privacy Policy contains information about how a person may access and request correction of personal information held by the Promoter or make a complaint about the handling of personal information and provides information about how a complaint will be dealt with by the Promoter. Entrants may not be permitted to enter the Promotion if the information is not provided. If a person does not wish to receive promotional material from the Promoter, the Promoter's sponsors and third parties he/she must advise the Promoter in writing or via the opt-out procedures provided in the relevant communication.

40. Each Entrant acknowledges that there may be inherent risks involved in entering this Promotion or taking or participating in the prize(s), including while seated near the Melbourne Stars dugout, while being in the player's changing rooms or at any time while at the Melbourne Cricket Ground. Any prize winner may be required to (along with a parent or guardian) sign an acknowledgement of risk and waiver of liability for participation in the Promotion or as a condition to receiving the Prize and to expressly acknowledge that entry into this Promotion or participation in the Promotion or use of the Prize may be inherently dangerous, and that if they choose to participate they will do so at their own risk. The Promoter reserves the right to preclude participation of anyone refusing to sign the acknowledgement/waiver (including their parent or guardian) or any person who in the Promoter's sole discretion is not able or suitable to participate in any of the prizes for reasons of the participant's own or anyone else's safety.
41. Access to any or all elements of the prize is subject at all times to the rules and regulations of Cricket Australia, the International Cricket Council and the Melbourne Cricket Club in connection with any interaction with players, attendance in any areas used by players and in connection with seating arrangements in proximity to players. In the event those rules or regulations exclude or limit access to any elements of the prize and change the nature of the prize, the Promoter will not be responsible or liable in any manner for such exclusion, limitation or change.
42. Any costs associated with accessing the Promotion website are the Entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
43. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.