

Melbourne Stars/Optus Boom Boom Stick Game Terms & Conditions ("Conditions of Entry")

Schedule										
Promotion:	Melbourne Stars/Optus Boom Boom Stick Game									
Promoter:	Optus Administration Pty Ltd ABN 79 055 136 804, 1 Lyonpark Road, Macquarie Park, NSW 2113, Australia. Ph: 1300 727 414									
Promotional Period:	Start date: 16/01/19 at 09:00 am AEDT End date: 16/01/19 at 05:00 pm AEDT									
Eligible entrants:	Entry is only open to Australian residents. Entrants under the age of 18 must have parent or legal guardian approval to enter. Eligible entrants must be able to produce photographic ID to confirm their identity and age.									
How to Enter:	To enter, the entrant must attend a Participating Optus Store and play the 'Melbourne Stars / OPTUS Boom Boom Stick Game' ("Game") via the Big Bash Buddy App installed on provided tablets. Terms and conditions are automatically accepted upon playing the game. Data capture will be required to be completed within the app game before commencing game play (i.e. entrant must provide their full name, date of birth and any further details requested). User then completes the Game as prompted and receives a score at the end of the game. The game may only be played during the Promotional Period. If an entrant acts in a disorderly manner to any persons waiting to play the Game or to promotional staff, they may at the Promoter's discretion be asked to leave the store and will forfeit their right to any prize.									
Participating Optus Stores:	<ul style="list-style-type: none"> • Optus Store Bourke St Mall • Optus Store Chadstone Shopping 									
Entries permitted:	Multiple game play attempts are permitted per person. However, once an entrant has one game play they must return to the back of the line and wait their turn for their next game play attempt. The entrant is eligible to win a maximum of one (1) prize.									
Winner Determination:	The entrant that receives the highest score in the Game from each Participating Optus Store will win the Major Prize; and the next highest scoring entrant from each Participating Optus Store will receive the Runner-Up Prize. <i>Tie-Break Mechanic:</i> If two (2) or more entrants from the same Participating Optus Store are tied for 1 st or 2 nd Place in the Game, they will each be awarded the respective prize listed below based on their placing.									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Prize Description</th> <th style="width: 30%;">Number of this prize</th> <th style="width: 35%;">Winning Method</th> </tr> </thead> <tbody> <tr> <td>Major Prize: The prize consists of the following: <ul style="list-style-type: none"> • 1 x Melbourne Stars Jersey; and • 1 x Family pass (for 2 adults and 2 children) to 1 x Melbourne Stars Big Bash game at MCG. </td> <td>2 (1 to be won at each Participating Optus Store)</td> <td>Judging</td> </tr> <tr> <td>Runner-Up Prize: 1 x Family pass (for 2 adults and 2 children) to 1 x Melbourne Stars Big Bash game at MCG</td> <td>2 (1 to be won at each Participating Optus Store)</td> <td>Judging</td> </tr> </tbody> </table>		Prize Description	Number of this prize	Winning Method	Major Prize: The prize consists of the following: <ul style="list-style-type: none"> • 1 x Melbourne Stars Jersey; and • 1 x Family pass (for 2 adults and 2 children) to 1 x Melbourne Stars Big Bash game at MCG. 	2 (1 to be won at each Participating Optus Store)	Judging	Runner-Up Prize: 1 x Family pass (for 2 adults and 2 children) to 1 x Melbourne Stars Big Bash game at MCG	2 (1 to be won at each Participating Optus Store)	Judging
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Prize Conditions:	<p>If the winner is unwilling or unable to attend at the designated time for the Melbourne Stars Big Bash game to which a pass is awarded, they forfeit the prize and the Promoter is not obliged to substitute the prize</p> <p>Pass will either be awarded for the Big Bash game on 27 January 2019 7:15PM or 10 Feb 2019 2:45PM, as determined by the Promoter.</p> <p>All costs associated with travel to and from MCG will be the responsibility of the winner and their guest for the prize.</p> <p>The Melbourne Stars Cricket Family pass is subject to the event venue and ticket terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companions for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.</p>									
Winner	The winners will be contacted by in person within fourteen (14) days of the judging.									

notification:	
Unclaimed Prizes:	In the event of an unclaimed prize, the Promoter may at its discretion assign the prize to the entrant who would have been awarded the prize if the original winner had not entered the Promotion or withdraw the prize unawarded. The Promoter is under no obligation to award any unclaimed prize.

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
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 the Promoter 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. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" 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 1st cousin.
5. 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.
6. If there is any dispute regarding the results of the Game, the Promoter's decision will be final.
7. 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 at the designated time for the Event, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of the prizes is accurate and based upon the recommended retail value of the prizes (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prizes after that date.
9. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoter.
10. If a prize (or portion of a prize) is unavailable the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
11. No entry fee is charged by the Promoter to enter the Promotion.
12. 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.
13. 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. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <http://www.optus.com.au/about/legal/privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.
14. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of a prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.

15. 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.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. 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 or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
18. 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.
19. 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.
20. 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).
21. 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.
22. Unless otherwise specified, a prize is a single event for the winner (and where relevant their guests) and cannot be separated into separate events or components.
23. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
24. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.