



TYNAN'S PROMOTION DEC 6

2023

TERMS AND CONDITIONS

Information on how to enter the Promotion and the Prize are taken to form part of these Terms and Conditions. Participation in the Promotion constitutes acceptance of these Terms and Conditions.

1. In these Terms and Conditions, reference to:

"Entrant" an eligible person to enter the Promotion as provided in Clauses 3 to 5.

"Immediate family" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.

"Personal Information" means information or any opinion, whether true or not and whether recorded in a material form or not, about an identified individual, or an individual who is reasonably identifiable from the information or opinion.

"Prize(s)" means the prize(s) set out by the Promoter on its website. Details of the Prize(s) can be found at [<https://activation.campaignware.com/#47892b3f-de8a-4a24-a0b8-699e07e4293c>].

"Prize Winner" means the Entrant who is chosen by the process set out in Clause 13.

"Promoter" means St George Illawarra Rugby League Football Club Pty Ltd ABN 74 085 008 340, 124 Princes Hwy Kogarah, NSW, 2217.

"Promotion" means the 'Dragons Tynan's' promotion conducted by the Promoter and described [<https://activation.campaignware.com/#47892b3f-de8a-4a24-a0b8-699e07e4293c>].

"Promotion Period" means from the period provided in Clause 6.

"Website" means <https://www.dragons.com.au/>.

2. The Competition provides the opportunity to win a 2023 team signed jersey by signing up for Dragons communications.
3. The Promotion is only open to individuals who:
 - a. are Australian residents of 18 years of age or older; and

- b. are not otherwise ineligible or excluded under these Terms and Conditions, (**Entrants**).
- 4. Directors, management and employees of the Promoter and or any member of their Immediate Family cannot be an Entrant.
- 5. To receive an entry into the Promotion, Entrants must complete the relevant entry requirement relating to a Prize within the time specified by the Promoter on the Website.
- 6. The Promotion commences **7:00am Wednesday 6 December 2023** and entries close at **11:59pm on Wednesday 6 December 2023**. The time periods relating to entries for specific Prizes offered as part of the Promotion can be found at [<https://activation.campaignware.com/#47892b3f-de8a-4a24-a0b8-699e07e4293c>].
- 7. Multiple entries in relation to the Prizes are not permitted. The limit for the number of entries to the Promotion per Entrant for each Prize is set at one (1).
- 8. Entries to the Promotion are deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the Entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
- 9. The Promoter reserves the right, at any time, to verify the validity of entries and and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's sole discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 10. 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.
- 11. Incomplete, indecipherable, inaudible, or illegible applications to the Promotion will be deemed invalid.
- 12. On entry into the Promotion, an Entrant's personal information will be collected by the Promoter and may be stored on the Promoter's database. The Promoter obtains personal information about an Entrant to enable them to participate in the Promotion. Any failure by an individual to complete all the mandatory fields when entering or registering will prevent them from being able to participate in the Promotion. 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 <https://www.dragons.com.au/privacy-policy>. This privacy policy contains information about how a person may seek access to and correction of their personal information and how to make

complaints. It also contains information about how a person can request their personal information not be used for direct marketing purposes and details of other organisations to whom the Promoter usually discloses personal information. If the Entrant has provided consent to receiving offers and promotions from the Promoter, the Promoter may use information the Entrant provides for its own future marketing purposes regarding its products/services, including contacting the Entrant electronically about other future special offers.

13. One Prize Winner for each of the Prizes will be drawn at the Promoter's premise on the dates identified by the Promoter on the Website. The date the Prize Winner for each Prize is to be drawn is Thursday December 7. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn in relation to any of the Prizes. Each Prize Winner will be notified by email within (2) business days of the draw for each Prize. Alternatively, if the Prize Winner of a Prize is unable to be notified by email, the Prize Winner may also be notified by mobile or any other reasonable means at the sole discretion of the Promoter.
14. The Promoter's decision is final and no correspondence will be entered into.
15. If for any reason any of the Prizes are unclaimed by the Prize Winner of the Prize, then the Prize will be awarded to the entrant who was drawn as the first reserve for that Prize (refer to Clause 13). If the first reserve for the Prize does not claim the Prize within one (1) week of being notified that they are the Prize Winner of the Prize, then the Prize will be awarded to the Entrant who was drawn as the second reserve.
16. If any of the Prizes are unavailable, the Promoter, in its sole discretion, reserves the right to substitute the unavailable Prize with a Prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is up to \$395.
18. The Prizes are non-transferable, non-refundable, non-exchangeable, non-replaceable and non-redeemable for cash. The Prizes cannot be used to purchase gift certificates from the Promoter nor can they be re-sold. The Prizes must be taken as offered. No modifications will be possible. The Promoter accepts no responsibility for any variation in the value, performance or availability of any Prize.
19. In the event that for any reason whatsoever a Prize Winner does not take or redeem a Prize or an element of a Prize at the time set by the Promoter, then that Prize or element of the Prize will be forfeited by that Prize Winner and cash will not be awarded in lieu of that Prize or element of the Prize.

20. Any cost associated with accessing the Website or other any entry mechanisms for the Promotion, is the Entrant's responsibility and is dependent on the Internet service provider used.
21. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a Prize Winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The Promoter is not responsible or liable in any manner for any content or materials posted in relation to this Promotion.
22. If for any reason this competition is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the competition.
23. To the extent permitted by law, the Promoter is not responsible or liable for:
- a. inaccurate or incorrect transcription of entry information;
 - b. non-receipt of entries for any reason;
 - c. problems or technical failures of any kind;
 - d. unavailability or inaccessibility of any service or website;
 - e. unauthorised human intervention in any part of the competition;
 - f. electronic or human error; or
 - g. any damage or loss (direct or indirect) suffered by reason of any act or omission of the Promoter, its employees or contractors in relation to entry into this competition or supply of a Prize.
 - h. any tax implications that may arise from the Prize winnings.
24. 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) or under any similar consumer protection laws in the States and Territories of Australia.

25. These Terms and Conditions are governed by the laws of NSW, Australia and the parties submit to the non-exclusive jurisdiction of the courts of NSW for the resolution of any dispute, difference, controversy or claim arising in connection with these Terms and Conditions and/or this Promotion.