

## Promotional Terms and Conditions

<b>Promotion</b>	<b>Draftstars Live Final Event</b>	
<b>Promoter</b>	<b>Fan Technologies Pty Ltd</b>	
<b>Promotional Period</b>	<b>Start Date: Friday 30 April 2021</b>	
	<b>End Date: Sunday 15 August 2021</b>	
<b>Eligible Participants</b>	<ul style="list-style-type: none"> <li>Entry is open to <b>NSW, Victorian, ACT, Queensland, Northern Territory, Tasmanian, Western Australian</b> residents aged 18+.</li> <li>The directors, officers and employees of the Promoter and its related bodies corporate and their immediate families and any of the Promoter's contractors associated with this Promotion and their immediate families are not eligible to participate in this Promotion.</li> <li>Excluded Persons are not eligible to participate in this Promotion. <b>"Excluded Persons"</b> means any person identified as: <ul style="list-style-type: none"> <li>a minor;</li> <li>a problem gambler;</li> <li>a person who has previously engaged in fraudulent behaviour (with respect to the Promoter or otherwise);</li> <li>a self-excluded patron;</li> <li>an involuntarily excluded patron; and</li> <li>a customer who has previously been excluded from promotions (including promo offers) conducted by the Promoter.</li> </ul> </li> <li>If a person is identified as an Excluded Person, the Promoter reserves the right to refuse to allow the person to take part in the Promotion, or receive, any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.</li> </ul>	
<b>How to enter</b>	<p>Eligible Participants who satisfy the following criteria (each, an <b>"Eligible Entrant"</b>) will be entered into the Promotion:</p> <ul style="list-style-type: none"> <li>Finish 1<sup>st</sup> in a Draftstars Live Final Qualifier contest via <a href="http://www.Draftstars.com.au">www.Draftstars.com.au</a> or the Draftstars mobile application, subject to the Draftstars contest rules for the Live Final Qualifier (<b>Winner</b>).</li> <li>In the event that two or more Eligible Participants finish 1<sup>st</sup>, a tiebreaker will be conducted in accordance with the Draftstars contest rules for the Live Final Qualifier.</li> </ul>	
<b>Number of entries</b>	An Eligible Participant can enter a Draftstars Live Final Qualifier as many times as is permitted by the Draftstars rules. However, each Eligible Participant can only win the Prize once, with the exception of one (1) additional guest pass to the Live Final Event (e.g. if an Eligible Participant finishes 1 <sup>st</sup> in two (2) or more Live Final Qualifiers, they will only win one (1) Prize, plus one additional guest pass to the VIP Live Final Event).	
<b>Prize</b>	<ul style="list-style-type: none"> <li>Each Winner will win a Prize as set out below.</li> <li>The value of the total prize pool is up to \$179,800.</li> </ul>	
<b>Prize Description</b>	<b>Value (per prize)</b>	<b>Conditions</b>
1 x Return economy flights to Melbourne from any capital city around Australia for one (1) (residents of Victoria are ineligible for flights)	\$500	<ul style="list-style-type: none"> <li>Each Winner is responsible for all associated costs with the Prize, including where applicable, travel, accommodation and any other ancillary costs.</li> <li>The Prize is not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion).</li> <li>Both the winner and their guest(s) (where applicable) must be over the age of 18, must not be an Excluded Person</li> <li>Prize values are GST inclusive, are in Australian dollars and are the recommended retail values as provided by the supplier (or an appropriate estimate of such value) and are correct at time of printing.</li> <li>If any part of the prize is not available for any reason, the Promoter reserves the right to substitute that part of the prize for something similar in value subject to regulatory approval.</li> </ul>
1 x twin share accommodation at the Crown in Melbourne	\$250	
2 x Passes to Live Final Event (Including food & drinks)	\$260	
1 x Merch Park (Including Draftstars cap, stubby holder, bottle opener, bottle, hoodie, duffle bag, hoodie)	\$150	
	Total \$1,160	
<b>Notification of prize winners</b>	<ul style="list-style-type: none"> <li>At or about the applicable time specified in 'Key Dates' below, the Winner/s and (if applicable) will be notified as required via the email address and/or phone number provided by them.</li> <li>The details of the Winner/s may be published on <a href="http://www.draftstars.com.au/2021-afl-300k-live-final">www.draftstars.com.au/2021-afl-300k-live-final</a></li> </ul>	
<b>Unclaimed prizes or ineligible Winners</b>	<ul style="list-style-type: none"> <li>In the event that for any reason whatsoever a Winner does not accept a Prize (including if the Promoter is not able to successfully get in contact with the Winner) by the applicable time specified in 'Key Dates' below or if the Winner is determined to not be an Eligible Participant or to not be entitled to the prize pursuant to these Promotional Terms and Conditions, then the Prize will be forfeited by the Winner and no replacement prizes will be awarded.</li> </ul>	
<b>Key Dates</b>	<p><b>Start of Live Final Qualifier contests:</b> April 30<sup>th</sup> 7.50pm AEST</p> <p><b>Time of notification of Winner/s:</b> Winners will be notified within one week of winning a Live Final Qualifier.</p> <p><b>Time by which Winner must accept prize:</b> August 11<sup>th</sup> 2021.</p>	

## General Terms and Conditions

Any person entering this promotion (“**you**”) acknowledge and agrees that you have read these Promotional Terms and Conditions and that by entering the Promotion you are deemed to have accepted these Promotional Terms and Conditions.

### 1. Taxes

Any taxes which may be payable as a consequence of the Winner receiving the Prize are the sole responsibility of the Winner. The Promoter encourages the Winner to seek independent financial and tax advice.

### 2. Exclusion of Liability

- a. Whilst the Promoter will use all reasonable endeavours to arrange the delivery of the Prize, by entering this Promotion, a Winner acknowledges that circumstances beyond the control of the Promoter may prevent the delivery of the Prize (including the failure by the Winner to notify the Promoter of any change to their delivery details). In such circumstances where the Promoter forms a reasonable belief that any delay or loss of the Prize has not been caused or contributed by the Winner’s negligence, fraud or misconduct, the Promoter may (if circumstances permit) re-deliver the Prize to the Winner.
- b. To the extent permitted by law, the Promoter is not liable for any loss, including, but not limited to, direct, consequential (including economic) or indirect loss or any loss of profits, by reason of any act or omission, deliberate or negligent, by the Promoter or their servants or agents, in connection with this Promotion or the arrangement for supply, or the supply or failure to supply, of any goods or services by any person to a Winner.
- c. Nothing in these Terms and Conditions affect, nor is intended to affect, any rights that you might have that are not able to be excluded under applicable Australian consumer protection laws.

### 3. Use of Personal Information / Marketing

- a. The Promoter complies with the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).
- b. Any entries become the property of the Promoter. Any information provided will be used by the Promoter for the purpose of conducting this Promotion.
- c. The Promoter may disclose your personal information to its contractors and agents to assist in conducting this Promotion or communicating with you.
- d. By entering the Promotion, you consent to your personal information being collected, used and disclosed by the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion, and business partners for any promotional activities, including your personal participation in reasonable promotional activities as requested by the Promoter, and any marketing and publicity purposes without any further reference, payment or other compensation to you.
- e. Your consent includes authorising the Promoter, its agents, affiliates, related business companies, other companies associated with this Promotion and business partners to send you future direct mail and/or electronic messages including but not limited to, SMS, MMS, and email regarding any promotional, marketing and publicity activities.
- f. You consent to the notification of your personal information to any relevant regulator or state or territory department where required by law to do so. Your personal information may be disclosed to State and Territory lottery departments and Winner’s names published as required under the relevant lottery legislation. The Promoter will use reasonable endeavours to provide you reasonable prior notice where their personal information is going to be disclosed to State and Territory lottery departments or published under lottery legislation. A request to access, update or correct any personal information should be directed to the Promoter.

- g. You consent to the publication of their name and suburb of residence (however their full address will not be published) and agree to participate in reasonable Promotion activities as requested by the Promoter without any further payment or compensation.
- h. You understand and accept the Promoter's Privacy Policy located on the Promoter's website, <https://play.draftstars.com.au/privacy-policy>.

#### 4. General

- a. The Promoter, its employees, officers, agents and its parent companies and subsidiaries are not responsible for and shall not be liable for:
  - i. any condition caused by events beyond the control of the Promoter that may cause the Promotion to be disrupted or corrupted;
  - ii. any injuries, losses (including, without limitation, loss of profits), or damages of any kind caused by the Prize or resulting from acceptance, possession, use, or misuse of the Prize, or from participation in the Promotion or downloading material from [www.draftstars.com.au/](http://www.draftstars.com.au/); or
  - iii. any printing or typographical errors in any materials associated with the Promotion.
- b. The Promoter reserves the right to:
  - i. conduct a review of publicly available information and other information available to the Promoter in relation to the Winner, and, if applicable, their guest/s (which may include politically-exposed person, public record, social media, adverse media and other background checks) for the purpose of assessing the honesty and integrity of the relevant Winner and, if applicable, their guest/s;
  - ii. in its sole and unfettered discretion, disqualify a Winner or, if applicable, require a Winner to select an alternative guest, where any check referred to in paragraph 4(b)(i) returns an adverse outcome;"
  - iii. cancel or suspend the Promotion, should the security, fairness, integrity, or proper operation of the Promotion be compromised in any way by way of any virus or bugs in the IT system used for this Promotion, unauthorised human intervention, or other causes beyond the reasonable control of the Promoter;
  - iv. disqualify any Eligible Participant who engages in offensive, illegal or objectionable conduct in respect of this Promotion;
  - v. disqualify any Eligible Participant who tampers with the entry process, or who submits an entry that is not in accordance with these Terms and Conditions;
  - vi. cancel, terminate, modify or suspend the Promotion in accordance with any written directions given by any relevant government or regulatory authority to do so;
  - vii. request a Winner provide proof of age, identity or proof of residency at the nominated Prize delivery address.
- c. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, systems failures, tempests, natural disasters, acts of God, civil unrest or strikes, the Promoter may in its absolute discretion cancel the Promotion or part of the Promotion and recommence it from the start on the same conditions subject to Australian law.
- d. By entering this Promotion, you acknowledge that it is a condition of accepting the Prize that they may be required to sign a legal release in a form reasonably determined by the Promoter.
- e. To the extent that a situation or issue arises for which these Terms and Conditions make no provision or in relation to which the relevant Terms and Conditions are unclear, the Promoter will make a decision regarding such situation. You will have the right to request an internal review of the Promoter's decision. Subject to any regulator direction to the contrary, the decision of the internal review will be final and binding.
- f. In the event that a Winner is identified as being in breach of these Terms and Conditions (the "Refused Winner"), the Promoter reserves the right to refuse to allow the Winner to take

part in, or receive, any or all aspects of the Prize, and the Promoter will notify any relevant regulator accordingly where required by law to do so.

**Authorised under Permit TP 21/00660**