

## 'V-LEAGUE PROMOTION' 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 Promoters are National Basketball League (ABN 65 164 187 937) of Level 6, 10 Queens Road, Melbourne VIC 3004 (**NBL**) and Haleon Australia Pty Ltd (ABN 68 603310292) of 10 Darcy Street, Parramatta, NSW, 2115 (**Haleon**) (collectively the **Promoters**) and the Promoters have the consent of:
  - a. Adelaide Basketball Pty Ltd (ABN 71 605 955 431) of 118 Port Rd, Hindmarsh, SA, 5007 (**Adelaide 36ers**);
  - b. Brisbane Bullets Basketball Club Pty Ltd (ABN 66 608 193 497) of 4/50 Borthwick Avenue, Murarrie, QLD, 4172 (**Brisbane Bullets**);
  - c. Taipans Basketball Incorporated (ABN 51 582 744 348) of 127 Anderson St, Cairns, QLD, 4870 (**Cairns Taipans**);
  - d. Illawarra Hawks Pty Ltd (ABN 43 605 085 354) of PO Box 7083 Gwynneville, NSW, 2500 (**Illawarra Hawks**);
  - e. Tasmania Basketball Pty Ltd (ACN 642 087 849) of Tenancy 2 Lower Ground Floor, 199 Macquarie Street Hobart 7000 (**JackJumpers**);
  - f. Melbourne United Basketball Club Pty Ltd (ABN 42 158 938 624) of MSCA, 30 Aughtie Drive, Albert Park, VIC, 3206 (**Melbourne United**);
  - g. NZ Breakers Basketball Limited (ABN 85 018 988 011) of Level 3 Sentinel House, 586 Victoria Street, Hamilton, 3204, New Zealand (**NZ Breakers**);
  - h. Wildcats 2000 Pty Ltd (ABN 84 088 866 139) of 201 Underwood Avenue, Floreat, WA 6014 (**Wildcats**);
  - i. South East Melbourne Phoenix (ABN 59 646 069 941) of 5 Lakeview Drive, Scoresby, VIC, 3179 (**SE Melbourne**); and
  - j. Kings Basketball Pty Ltd (ABN 42 142 783 962) of Heritage Building B, 1 Herb Elliot Ave, Sydney Olympic Park, NSW 2127 (**Kings**),to promote their respective businesses, (together the **Businesses**).
3. If you are an Eligible Person and satisfy all Entry Requirements then, subject to these Terms and Conditions, you will be entered into the prize draw to win a prize (**Promotion**).
4. Entries into the promotion open at 10:00am (AEST) on Wednesday 3 July 2024 and closes at 11.59pm (AEST) on Wednesday 31 July 2024 (**Promotional Period**).

### Eligibility and Entry

5. Entry to the Promotion is only open to permanent Australian Residents aged 18 years or older, excluding:
  - (i) employees (and their immediate families) of the Promoters;
  - (ii) agencies associated with this Promotion; and
  - (iii) current and former professional and semi-professional basketball players (**Eligible Person**).
6. All entrants must read and consent to these Terms and Conditions as a condition of entry into the Promotion.

7. For the purposes of these Terms and Conditions, "Australian Resident" 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. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.
8. During the Promotional Period, an Eligible Person must:
  - a) Enter into the Promotion by visiting <https://www.voltaren.com.au/vleague>, follow the prompts to the Promotion entry page, and input the requested details including full name, email address, telephone number, post code and nominated skill level;
  - b) Answer the following question: *'What does the joy of movement mean to you?'*; and
  - c) In order to receive part of the Prize Pool, be available to attend the Event (as described below) on the time, date and location nominated by the Promoters (in their sole discretion)

(collectively, **Entry Requirements**).

### Eligible Applications

9. Multiple entries into the Promotion are not permitted.
10. Entrants can only enter in their own name.
11. When an Eligible Person satisfies the Entry Requirement in paragraph 5 - 8 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.
12. 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 Pool

13. The Promotion will have eight (8) winners. Each entry will be judged and winners selected from the pool of entries based on creativity, humor, originality, and other like measures determined by the Promoters in their absolute discretion.
14. Judging of all entries will be conducted by the Promoters at the conclusion of the Promotional Period. The Promoters may select additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
15. The selected eight (8) winners will each win the following (**Prize Pool**):
  - a) a prize pack valued at AU\$700 consisting of:
    - (i) One (1) \$100 NBL Shop Gift Card; and
    - (ii) Two (2) corporate box tickets for the winner for a NBL24 game in the winner's home state valued at \$600. The winner must nominate to the NBL their preferred game date at least 4 weeks' prior to the date of the game, and
  - b) participation in a basketball game with ex-basketball legends Adam Gibson, Dave Anderson, Lanard Copeland and Bec Cole captaining each team (**Event**), to be held at a time and location determined by the Promoters in its sole discretion in August

2024 in Melbourne. The Event will involve the winners playing a basketball game in their selected teams.

16. Any costs associated with redeeming the Prize Pool (including flights and accommodation if required) are not included and will be the sole responsibility of each winner. The winners must be available to attend on the Promoter nominated dates and location for the Event. The prize may not be split, all elements of the prize must be redeemed by the winner.
17. The Prize Pool does not include any travel or accommodation as required to attend the Event, spending money, meals, taxes including any tax liability incurred by the winner or entrant, insurance including any insurance required to attend and participate in the Event. The Prize Pool is subject to the standard terms and conditions of each individual prize and service providers.
18. As a precondition of being eligible to accept the Prize Pool, each winner must (if requested by the Promoters):
  - a. sign all reasonably required legal documentation in the form required by the Promoters in their absolute discretion, including, but not limited to, a media consent form, legal release and indemnity form; and
  - b. if necessary based on the location of the Event, take out travel insurance to the Promoter's satisfaction at their own expense (which may include comprehensive travel insurance covering property loss and damage and full medical cover). The winner and their companion must provide evidence of valid travel insurance to the Promoter in order to receive the Prize Pool.
19. **As a precondition of being able to participate in the Event and without limiting any paragraph of these Terms and Conditions, the winner consents to the Promoters and Businesses recording their image and/or voice, photograph or capture their likeness at or for any reason linked to the Promotion or the Event, in any media and grant an irrevocable licence to use those recordings in any way which the Promoters and Businesses sees fit including to distribute, broadcast use either nationally or globally without remuneration. This includes granting the right to edit such media, the right to use the media along or together with other information and the rights to allow other parties to use and / or disseminate the media.**
20. Neither the Promoters nor the Businesses shall be liable for any loss or damage whatsoever which is suffered (including, but not limited to, indirect or consequential loss) or for personal injury which is suffered or sustained, in connection with the Prize Pool, except for any liability which cannot be excluded by laws.
21. The Promoters accept no responsibility for any tax implications that may arise from the Prize Pool. All taxes which may be payable as a consequence of receiving the Prize Pool are the sole responsibility of the winner. Any additional costs involved are at the winner's expense. Independent financial advice should be sought.
22. In the event of war, terrorism, pandemic, state of emergency or disaster, the Promoters reserve the right to cancel, terminate, modify or suspend the promotion or suspend or modify a prize, subject to any requirements of a relevant regulatory authority.
23. If the Prize Pool (or part of the Prize Pool, including the running of the Event) is unavailable for any reason including, but not limited to, due to COVID-19, the Promoters, reserve the right to reschedule the Event and/or award the winners with an equivalent prize subject to any written directions from a regulatory authority.
24. The Promoters' decision is final, and no correspondence will be entered into.

## Prize Awarding

25. Following the judging of all entries and winners being determined, the winners will be notified in writing via the contact details supplied by when they entered the Promotion at <https://www.voltaren.com.au/vleague>. The winners will be notified within two (2) working days after the winners are determined.
26. If a 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 will be judged on Monday 5<sup>th</sup> August 2024. All non-winning entries from the original draw will be included. The winner of the subsequent draw will be notified in writing (via the contact details supplied by the Eligible Person to the Promoters when subscribing to the Promotion) within two (2) working days of the subsequent draw and the winner's name will be published on <https://www.voltaren.com.au/vleague>. This will continue until a valid winning entry is drawn.
27. The Promoters reserve 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 Promoters have 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 Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.
28. Incomplete or indecipherable entries will be deemed invalid.
29. If there is a dispute as to the identity of an entrant, the Promoters reserve the right, in its sole discretion, to determine the identity of the entrant.

## General

30. The Promoters assume 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 Promoters may modify the Promotion.
31. 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 Promoters shall not be liable in any way for such Content to the full extent permitted by law. The Promoters 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 Promoters for any breach of the above terms.
32. As a condition of entering this promotion, each entrant licenses and grants the Promoters and the Businesses and their 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.
33. By entering the Promotion all entrants consent to the use by the Promoters, the Businesses and other third parties, including but not limited to agents, contractors, service providers

and media partners and providers of their name, image, likeness, username and social network account name for any publicity and commercial purposes, in any media and for an infinite period, without further compensation for the purpose of promoting and broadcasting and/or streaming the promotion (including any outcome). This includes but is not limited to use on TV, Facebook, Twitter, Instagram, YouTube, radio, print, display advertising, website and social media channels, and websites or blogs owned or controlled by Promoters'.

34. The Prize Pool is subject to the event venue and ticket terms and conditions. The Promoters and event organisers hereby expressly reserve the right to eject the winner (and his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize Pool.
35. 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 Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in its sole discretion, to the fullest extent permitted by law:
  - a. to disqualify any entrant; or
  - b. subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
36. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
37. 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 Promoters and the Businesses (including their respective officers, employees and agents) exclude 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.
38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters and the Businesses (including their respective officers, employees and agents) are 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:
  - a. any technical difficulties or equipment malfunction (whether or not under the Promoters' control);
  - b. any theft, unauthorised 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 Promoters) due to any reason beyond the reasonable control of the Promoters;
  - 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. taking of the Prize Pool/attendance at the prize event.
39. **The Promoters and the Businesses collect personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to the Businesses and 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 to the Promoters and Businesses. The Promoters and Businesses will also use, and handle PI as set out in their respective Privacy Policy available at the following links: [NBL](#), [Voltaren](#), [Adelaide 36ers](#), [Brisbane Bullets](#), [Cairns Taipans](#), [Illawarra Hawks](#), [Tasmania JackJumpers](#), [Melbourne United](#), [NZ Breakers](#), [Perth Wildcats](#), [SEM Phoenix](#) and [Sydney Kings](#).

40. In addition to any use that may be outlined in the Privacy Policies identified above, the Promoters and Businesses 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 Policies also contain 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 Promoters and Businesses.
41. 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 Melbourne, Victoria Australia.