

## EXTRA JAM COMPETITION - TERMS & CONDITIONS

### SCHEDULE

This Schedule, together with the Terms and Conditions constitute the terms of entry for this Promotion.

1. The **Promotion** is the 'Extra Jam' competition
2. The Promoter is Screen Sports, ABN 85 661 274 497 of Level 6/69 Reservoir Street Surry Hills NSW 2010
3. The Promotion is open to Australian residents only: Eligible states are New South Wales, Victoria, South Australia, Queensland, Western Australia, Tasmania, Northern Territory and Australian Capital Territory.
4. Entry restrictions:
  - a. Entry is open to all ages; however, any entrant under 18 years of age requires parent/guardian consent prior to entering the Promotion.
5. Entry into the Promotion commences at 12:01am, AEST 18/12/23 (**Commencement Date**).
6. Entry to the Promotion closes at 23:59 pm, AEST, 21/12/23 (**Closing Date**). (Collectively, **Promotion Period**.)
7. Entry Method:
  - a. Answer the game of skill question as a comment on the competition social media post - across either participating publisher platform: @fanspotlive and @extragumau [via Instagram]
  - b. Follow the Extra Gum Instagram Page - @extragumau
8. Entry to the Promotion is limited to one (1) entry per entrant, per platform [2 entries maximum], over the entire Promotion Period. Entrants may only win one (1) prize during the Promotion Period.
9. The competition is advertised via:
  - a. Social media
10. Entry is via participating social media publisher platforms: @fanspotlive and/or @extragumau
11. The Competition is a game of skill.
12. The winners will be the 2 entrants who, by the promoter's determination, provide the most interesting response to the game of skill question.
13. The prize pool includes two of the following:
  - (i) Xbox game station, NBA2K game, limited edition t-shirt, hand signed by the Professor, NBA fan jersey and a 12 month supply of Extra gum
14. Total prize pool may vary. Total prize is \$850
15. **Unclaimed Prize Date:** If a prize/s is unclaimed by the Unclaimed Prize Date, the next best entry as selected by the panel of judges will be awarded the prize/s.
16. The judge is Screen Sports, Level 6/69 Reservoir Street Surry Hills, NSW.
17. Judging occurs at 9 am, Tuesday 26/12/2023 AEST.
18. The winner/s will be notified via Instagram direct message within 2 business days of the selection date and the winners names [first name and last name initial] will be published on the @fanspotlive Instagram page, via stories, within 7 business days of selection.
19. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>). This Promotion adheres to the terms and conditions set out in the Instagram promotion guidelines which can be found at: <http://help.instagram.com/179379842258600>. Any questions or comments regarding the Promotion must be directed to the Promoter, not to Instagram. The entrant releases Instagram and its associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram.'

### TERMS AND CONDITIONS

#### TERMS OF ENTRY

1. These Terms and Conditions must be read together with the Schedule for this Promotion. The Schedule defines certain terminology used in these Terms and Conditions.
2. Entry to the Promotion constitutes acceptance of these Terms and Conditions. By entering the Promotion, entrants accept and acknowledge full responsibility for their decision to participate in the Promotion and to take the Prize if they are the winner.
3. To the extent of any inconsistency between the Schedule and these Terms and Conditions, the Schedule prevails.

4. All entry instructions and prize information published by the Promoter form part of these Terms and Conditions.

#### **PROMOTION**

5. The Promotion is conducted by the Promoter.

6. This Promotion will be advertised as outlined in the Methods of Advertisement.

#### **ELIGIBLE ENTRANTS**

7. Entry is open only to residents of the Eligible States and Territories who comply with the Entry Restrictions (if any). Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter or of its related bodies corporate, or of the Relevant Parties are ineligible to enter.

8. In the event entrants under the age of 18 are permitted to enter they must have permission from a parent or guardian to enter the Promotion and have obtained their consent to these terms and conditions.

9. Any person who is discovered to have used or attempted to use any more than one name in order to enter any Promotion run by the Promoter except in the case of a legal change of name in this Promotion is ineligible to enter this Promotion.

10. All entries to the Promotion may be subject to verification by the Promoter. An entrant must, within seven (7) days of being asked and at the Promoter's cost, allow the Promoter to inspect and copy any documents that the Promoter may request establishing eligibility to enter the Promotion, including but not limited to receipts, evidence of age, residence and identity.

11. The Promoter may decide in its sole discretion which documents are considered suitable for establishing eligibility to enter or win. In the event that the winner cannot provide suitable proof of eligibility, they will forfeit the Prize in whole and no substitute or compensation will be offered.

#### **ENTRY**

12. Entry to the Promotion commences on the Commencement Date and closes on the Closing Date (the **Promotion Period**).

13. To enter the promotion, entrants must follow the Entry Method during the Promotion Period.

14. An entrant's entry must not be:

a) late;

b) delayed;

c) incomplete;

d) incomprehensible;

e) unlawful or capable of violating any law or giving rise to a civil action;

f) obscene;

g) defamatory or libelous;

h) threatening or harassing;

i) pornographic or contain nudity;

j) hateful;

k) offensive against a person or group of persons on the grounds of age, colour, gender, national or ethnic origin, disability, race, religion or sexual preference;

l) incite or be capable of encouraging conduct that would be considered a criminal offence;

m) in violation of the social media guidelines, rules or terms of service of the relevant social media site or platform used to enter the Promotion.

15. An entrant may submit up to the Maximum Number of Entries. Multiple entries (where permitted) must be submitted separately and must independently comply with these Terms and Conditions.

16. The entrant warrants that their entry including the response and any photos, images or videos ("**Entry Material**") is: their own original work; it is not copied in any manner from any other work; and does not infringe the copyright, moral rights, trademark rights or any other rights of any third party.

17. Entrants retain all ownership in their Entry Material. However, by submitting their Entry Material, entrants hereby grant the Promoter an irrevocable, non-exclusive, worldwide, royalty-free, sub-licensable and

transferable license to use, reproduce, distribute, prepare derivative works of and display the Entry Material for the purposes of conducting and promoting this Promotion, awarding the Prize and advertising and marketing the Promoter or the Promotion on all media now known or later devised, in perpetuity.

18. By entering the Promotion, entrants consent to any use of their Entry material by the Promoter which may otherwise infringe an entrant's moral rights in the Entry Material, including (without limitation):
  - a) Exercising any of the rights in the Entry Material without identifying the entrant; and
  - b) Using the Entry Material in any way that the Promoter sees fit, even if it results in derogatory treatment of the Entry Material (as defined in the Copyright Act 1968 (Cth)).
19. Each entrant warrants that:
  - a) they have the full power and capacity to grant the rights, warranties and consents set out in these Terms and Conditions;
  - b) the Entry Material is not, and its use by the Promoter (or the Relevant Parties) will not be, in breach of any third party intellectual property rights;
  - c) they will fully indemnify the Promoter against any loss or damage suffered by the Promoter:
    - i. in the event that any of the warranties given by the entrant are false;
    - ii. as a result of any breach of these Terms and Conditions by the entrant; and
  - d) they have consent from each person appearing in the Entry Material (or if a person appearing in the Entry Material is under the age of 18, from that person's parent or guardian).
20. Entrants must ensure that their entries are received by the Promoter during the Promotion Period. All entries are deemed to be received at the time of receipt by the Promoter, not the time of transmission by the entrant. The Promoter takes no responsibility for late, lost, illegible, corrupted or misdirected entries or for any delays or failures in any telecommunications services or equipment. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
21. Entry via website or app is free. However, any costs associated with accessing a website or app in order to make their entry, are the responsibility of the person seeking access and are dependent on the service provider used.
22. Entrants must make their website or app entries manually. The Promoter may reject an entry if it reasonably forms the opinion that the entry has been made using automated entry means or by use of a computer entry service.
23. Should an entrant's contact details change at any time between the date on which they enter the Promotion and the Unclaimed Prize Date, that entrant must notify the Promoter of their correct contact details immediately.
24. Any entry that is made on behalf of an entrant by a third party, or otherwise by proxy, will be invalid.
25. The Promoter may, at its absolute discretion, declare any or all entries made by an entrant to be invalid if the entrant:
  - a) fails to establish their entitlement to win the Promotion to the Promoter's satisfaction; or
  - b) fails to produce items as required by these Terms and Conditions or produces items that appear to be illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
  - c) appears, to the Promoter, to have tampered with, or benefited from tampering with, the entry process; or
  - d) has submitted an entry that is not in accordance with these Terms and Conditions.
26. By entering the Promotion, the winner and their guest agree that:
  - a) if requested by the Promoter, the winner and their guest will:
    - i. provide comments about the Promotion and/or a photograph or audio-visual clip of themselves; and
    - ii. participate in all promotional and publicity activity in connection with the Promotion;
  - b) the Promoter may use their name, image, location, comments, photographs, Entry Material or clips

("Materials") for publicity and promotional purposes in any form of media, without reference or compensation to the winner and their guest/s or any other person;

- c) the Promoter may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
- d) the Promoter may license, authorise or otherwise transfer the rights in the Materials to others (including the and Related Parties) to do the same; and
- e) the winner and their guest/s unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials.

27. Use or any publication of entries during or after the Promotion Period (in any form of media) does not mean that an entrant has been selected as a winner in the Promotion, and that entrant may not be awarded a Prize.

#### **WINNERS & JUDGING**

- 28. There will be the Number of Winner/s determined from all entries received during the Promotion Period. Each winner will receive a Prize.
- 29. Each winner will be determined on the Determination Date by the Promoter at Level 6/69 Reservoir Street. Each valid entry will be individually judged (by representatives of the Promoter) based on the Judging Criteria.
- 30. The Promoter's decisions are final and no correspondence will be entered into.
- 31. The winner will be notified by phone/email within 7 days of the Determination Date.
- 32. All reasonable attempts will be made to contact the winner. If the Prize is not claimed by the winner by the Unclaimed Prize Date, it will be awarded to another entrant by the Promoter on the Unclaimed Prize Date. The winner of the unclaimed Prize will be notified by instagram direct message within two (2) days of the Unclaimed Prize Date.

#### **PRIZE**

- 33. The Prize for this Promotion and the Total Prize Value is specified in the Schedule.
- 34. Any Prize values are correct as at the Commencement Date and are reflective of the recommended retail price and are in Australian dollars. The Promoter takes no responsibility for any variations in the Prize values.
- 35. If a winner of a Prize is under the age of 18 years (where entry by persons under 18 is permitted):
  - a) they must be accompanied on the Prize by a parent or legal guardian; or
  - b) the Promoter may, at its discretion, award the Prize to the winner's parent or guardian (who is aged over 18 years).
- 36. Any guest/s that accompany a winner on any element of the Prize must be over the age of 18, unless expressly stated otherwise.
- 37. The Prize must be taken as offered and cannot be varied. If the Prize (or any part of the Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services. The Promoter accepts no other liability or responsibility for any loss incurred by the winner or any other party if the Prize (or any part of the Prize, if applicable) is unavailable for any reason.
- 38. The Prize cannot be refunded or exchanged and, except as expressly permitted by these Terms and Conditions, cannot be taken as a monetary payment.
- 39. Unless expressly stated all other costs and expenses associated with taking the Prize become the responsibility of the winner.
- 40. The Prize must be claimed by the winner by the Unclaimed Prize Date. All aspects of each Prize must be taken together as a package. In the event that for any reason whatsoever the winner does not take the Prize or an element of the Prize at the time stipulated by the Promoter, the Prize or that element of the Prize will be forfeited by the winner.
- 41. The Prize may be transferred at the Promoter's sole discretion. In the event that the Promoter exercises its discretion to allow the winner to transfer the Prize, the transfer will be on the condition that the transferee accepts all terms and conditions set out in these Terms and Conditions and the Promoter may require such acceptance in writing at its absolute discretion.

42. The winner is advised that tax implications may arise from them winning the Prize and they should seek independent financial advice prior to accepting the Prize. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
43. Once the Prize has left the Promoter's/Prize supplier's premises, the Promoter and the Relevant Parties will not be responsible for any delay in delivery or loss or damage to the Prize.
44. If the Determination Date or Unclaimed Prize Determination Date is a public holiday, the determination will be conducted on the following business day.
45. Any cash component of the Prize will be issued to the winner as an EFT payment. The winner will need to supply applicable details for the transfer.
46. The Prize will be awarded to the winner in the Promoter's sole discretion.
47. Prizes may not, without the prior written consent of the Prize supplier and the Promoter, be resold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If a Prize is sold or used in breach of this condition, the Promoter or the Prize supplier may, at their absolute discretion, withdraw the Prize. Where a ticket has been withdrawn in accordance with this clause no refund, substitute or compensation will be offered and the winner and any person who has purchased or otherwise bears that ticket may be refused entry.

#### **TRAVEL PRIZE**

If the Prize includes any travel, the following terms will apply (where applicable):

48. Unless expressly stated, all costs and expenses associated with taking the Prize become the responsibility of the winner and their guest including but not limited to: additional taxes (excluding departure and any other flight-associated taxes, where flights are included in the Prize); costs associated with inoculations, passports and/or visa applications; transfers; travel insurance; spending money; meals; transport to/from an airport departure or return point; any extra sightseeing or activities; and all other incidental and ancillary costs incurred by the winner and their guest as a direct or indirect result of taking the Prize.
49. The winner and their guest must ensure that they have valid documentation for travel, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the winner and their guest. If the winner or their guest are refused entry to the destination country for any reason or prior to their departure from Australia are not granted a visa, where applicable, they will forfeit the Prize and no compensation or substitute will be offered.
50. If the winner and/or their guest determine that travel insurance is required they will be responsible for arranging and paying for such travel insurance.
51. If the Prize includes international or domestic travel, the date of travel will be specified by the Promoter or applicable prize provider, and must be booked and completed as specified by the Promoter and/or the prize provider or organiser of the Prize.
52. All travel must be taken or completed by any dates specified by the Promoter and/or prize supplier and is subject to availability. If the Prize is event based, travel must be taken to coincide with the relevant event on the dates specified by the Promoter.
53. The Promoter is not responsible for any cancellation, changes, delay or rescheduling of events, travel, activities and flights and any costs incurred as a result (including, without limitation, accommodation costs and any amendment fees issued by airlines or suppliers once booking is confirmed and ticketed) will be the sole responsibility of the winner and its guests. In the event that one or more event or activity is no longer available, the remainder of the prize shall constitute the complete and total Prize.
54. If the winner or their guest is a resident of the city/state where the Prize is to take place, they will forfeit the domestic flight component of the Prize and no substitute prize will be offered.
55. Frequent Flyer points are not available for any of the flights included in the Prize.
56. Should Airline tickets be included in the Prize they cannot be used as part-payment of another airfare.
57. Any travel and accommodation constituting part of a Prize (if applicable) are subject to booking availability,

availability of select seat class with airlines or specific room category availability with accommodation partner.

58. The winner and their guest must travel at the same time (including flights and accommodation) and participate in the Prize together at all times. Any accommodation will be one (1) room to be shared by the winner and their guest. All components of the travel Prize must be taken together and when offered or are forfeited. Any element of the Prize not taken will be deemed to be forfeited.
59. The winner and their guest must depart from and return to the same capital city airport in Australia, being the capital city airport that is closest to the winner's place of residence.
60. If the winner and/or their guest miss any of the arranged flights or any other travel component, the winner will forfeit the Prize (at the Promoter's sole and absolute discretion).
61. Unless otherwise specified in the Schedule above, it is the winner's responsibility to organise transport to/from the airport departure/return point.
62. Redeeming the Prize and any tickets, passes or vouchers issued as part of the Prize is conditional on acceptance of terms and conditions as detailed by the Promoter, any prize providers and the airline carriers in accordance with normal travel practices.
63. A credit card imprint or cash deposit may be required from the winner and/or their guest at check-in to the hotel, for all incidental charges.
64. The Promoter makes no representation as to the safety conditions or any other conditions that may exist at any destination.
65. The winner and their guests must follow all reasonable directions given by the Promoter and any prize supplier during the course of their participation in the Prize, including all directions in relation to health, age, behaviour, safety and legal and responsible consumption of alcohol. No compensation will be payable if the winner and/or their guest/s are unable to use any element of the Prize as stated for whatever reason, including refusal of entry or departure into or out of the relevant country or participation in any other activities for health, age, behaviour or safety reasons. If the winner or their guests fails to participate in the Prize in the manner required, as stated in this condition and/or in the reasonable opinion of the Promoter or any prize supplier, the balance of the Prize will be forfeited with no compensation payable.

## **EVENTS**

If the Prize includes attendance to any event/s, the following terms will apply:

66. Attendance must be taken to coincide with that event. Prizes are only valid on the dates advised by the Promoter and can only be redeemed in accordance with the Prize supplier's terms and conditions.
67. I.D to enter the venue is required. The venue reserves the right to refuse any person entry into the venue, including, but not limited to, those who appear drunk or intoxicated.
68. Dress standards may apply (at the discretion of the venue).
69. The Promoter will not be liable and takes no responsibility for any refusal of entry by the venue of any person for any reason.
70. Responsible services of alcohol laws will be strictly enforced.
71. If any part of the event is abandoned, called off, varied or postponed for any reason, then at the Promoter's discretion, the relevant winner (and their guests, if applicable) forfeits all rights to attend the relevant event and no cash or alternative tickets will be substituted for that element of the Prize.
72. If the Prize involves the winner and any guests (if applicable) attending an event, meeting or attending a function with a celebrity or other public figure, the Promoter will not be liable for the failure of the winner (and their guests, if applicable) to meet that person or failure of that person to attend the function, for whatever reason.

## **Clothing Products**

73. If the Prize includes clothing or accessories, the size and style of the clothing/accessories included in the Prize will be determined at the sole discretion of the Promoter.

## **Apple Products**

74. If the Prize includes an Apple product, entrants acknowledge that Apple is not a participant in or sponsor of this Promotion.

## **General**

75. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
76. Entrants acknowledge that there may be inherent risks in some aspects of the Promotion and that participation in the Promotion and/or using the Prize may involve participating in dangerous activities. By entering this Promotion and/or accepting the Prize, entrants accept that risk.
77. The winner and their guests must declare to the Promoter and/or any prize supplier any health-related issues that may affect their safe participation in any part of the Promotion or Prize (where applicable) and obtain a written clearance from their doctor in this respect. The Promoter (upon consultation with any relevant qualified person) reserves the right to refuse to allow a winner or their guest to take part in an aspect of a Prize, if the Promoter determines that a winner is not in the mental or physical condition necessary to be able to safely participate in that aspect Prize.
78. In order to participate in this Promotion and/or the activities which may be awarded as part of the Prize, the winner (and their guest/s, as applicable) must comply with applicable height, weight, health, fitness, skill, balance, dexterity and any other requirements normally associated with the particular activity.
79. It is the entrant's responsibility to ensure that they (and their guest/s, as applicable) are sufficiently healthy and fit so as to safely participate in this Promotion, any Challenge and/or undertake the activities awarded as part of the Prize.
80. If the Promoter becomes aware after an entrant has won a Prize that the entrant has not complied with these Terms and Conditions, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner. That entrant will be required to return, refund or otherwise make restitution of the Prize.
81. The Promoter reserves the right to verify the validity of any entries and in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the Promotion; (b) acts in violation of these Terms and Conditions; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages 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.
82. To the full extent permitted by the law the Promoter and the Relevant Parties will not be liable for any loss, damage, claim, cost, expense or personal injury suffered or sustained (including, but not limited to, that caused by any person's negligence) by any entrant in connection with the Promotion or the Prize, including:
- a) any indirect, economic or consequential loss or loss of profits;
  - b) any loss arising from the negligence of a Relevant Party; and
  - c) any liability for personal injury or death.
83. If, for any reason, the Promotion is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Promotion (subject to any direction given under the relevant State/Territory permit regulations).
84. The winner acknowledges that the Prize may be subject to additional terms and conditions imposed by third parties. The winner and guest must become acquainted with any such additional terms and conditions prior to taking the Prize and the winner and guest agree to be bound by such terms and conditions. The Promoter does not accept any responsibility and is not liable for any additional conditions imposed on the taking of the Prize, or for the breach of those conditions by any person.
85. Except for any liability which cannot be excluded by law, the Promoter is not responsible for:
- a) any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Promotion;
  - b) any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Promotion, or by any technical error that may occur in the course of the Promotion; or

- c) any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, entries or entrants' details.
86. Any attempt to cause damage to any website or the information on any website associated with this Promotion or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter reserves the right to seek damages in the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference or undermining.
87. The Promoter and its associated agencies and companies make no warranties or representations about the fitness for purpose or suitability of any Prize and will not accept responsibility for the quality or fitness for any purpose of any Prize, or the failure of any Prize to be of merchantable quality. If liability under terms implied by legislation cannot be excluded, the liability of the Promoter and its associated agencies and companies is limited to re-supplying the relevant goods or services or paying the cost of replacing them.
88. These Terms and Conditions are governed by the laws of NSW. The Promoter and all entrants irrevocably submit to the non-exclusive jurisdiction of NSW.
89. These rules are Terms and Conditions and constitute the entire terms and conditions between the entrant and the Promoter with respect to the Promotion. The Promoter may alter, modify, or amend these Terms and Conditions at its sole discretion and will only provide entrants with notice of substantial amendments (subject to the approval of the authorities that have issued permits for the conduct of the Promotion).
90. All entries become the property of the Promoter.

#### **PRIVACY**

91. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988. Entrants' personal information will be collected, used and disclosed as set out in the Privacy Notice for this Promotion and the Fanspot Privacy [Policy](#).
92. The entrant has provided personal details for the purposes of the entrant's participation in this Promotion. Each entrant has given their express consent to be contacted by the Promoter or any of the Related Parties in relation to this Promotion.