WOW FACTOR - Game of Skill - Terms & Conditions

These Terms and Conditions constitute the terms of entry for this Promotion.

- 1. The **Promotion** is the 'WOW Hydrate WOW Factor' 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, and requires parent/guardian to be available and present with the winning minor when the prize is experienced.
- 5. Entry into the Promotion commences at 12:01am, AEST 1/8/24 (Commencement Date).
- 6. Entry to the Promotion closes at 17:59 pm, AEST, 28/8/24 (Closing Date). (Collectively, Promotion Period.)
- 7. Entry Method 1: Via Social Media only
- a. Answer the game of skill question as a comment on the competition social media post across participating publisher platforms.
- b. Follow the WOW Hydrate Instagram Page @wowhydrate
- c. Game of skill question: "Comment below and tell us what does it mean to have the WOW FACTOR, and why."
- d. Tag two friends. Tag @wowhydrate
- e. Above method provides 1 entry into the competition.
- 8. Entry Method 2: At affiliated live activations and events.
- a. Take a selfie [photo or video] with a WOW Hydrate bottle in hand.
- b. Upload the image to your social media [Instagram]
- c. Include a caption that tells us "what does it mean to have the WOW FACTOR, and why".
- d. Tag two friends.
- e. Follow @wowhydrate.
- f. Tag @wowhydrate and include hashtag #WOWFactor
- g. Above method provides 1 entry into the competition.
- 9. The competition is advertised via:

- a. Social media
- b. Live at affiliated events and activations
- 10. Subject to satisfying the requirements of the game of skill, and the mandatories listed at 7, entry is via participating social media publisher platforms, promoting the competition.
- 11. The Competition is a game of skill.
- 12. The winners will be the entrant who, by the promotor's determination, provides the most interesting response to the game of skill question.
- 13. The prize pool includes the following:
- (i) Major: 8x Google Meet video conference call with 2 representatives from Manchester United:
 - (a) Manchester United legend Bryan Robson and the Man U Schools Coach, Mike Neary.
 - (b) Google Meet video conference calls allocated: 4x Sydney, 4x Melbourne
 - (c) Timing: Sydney 12/9/2024 4PM-6PM AEST / Melbourne 12/9/2024 6PM-8PM AEST
- (i) Runner-Up: 8x Supporting Prizes:
 - (a) 2x A full set of Alpha Gear training gear for your team/club [1 Melbourne / 1 Sydney]
 - (b) 2x A full set of 15 Mitre balls for your team/club [1 Melbourne / 1 Sydney]
 - (c) 4x A full set of Gioca grip socks for your team/club [2 Melbourne / 2 Sydney]
- 14. Total prize pool and talent may vary.
- 15. Unclaimed Prize:
- (i) 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.
- (ii) Unclaimed Prize Date: 5PM 1/9/2024 AEST.
- 16. The judging panel is Screen Sports Media and Wow Hydrate.
- 17. Judging occurs at 9AM, Thursday 29/8/2024 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 @wowhydrate 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.'

GENERAL

- 20. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
- 21. 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.
- 22. By entering this Promotion and/or accepting the Prize, entrants accept that risk.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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).
- 30. 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.

- 31. 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.
- 32. 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 to 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.
- 33. 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.
- 34. 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.
- 35. 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).
- 36. All entries become the property of the Promoter.

PRIVACY

- 37. 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 Screen Sports Media Privacy Policy.
- 38. 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.