

2023 2GB & 4BC NRL Footy Tipping Promotion - Terms & Conditions

NSW Authority No. TP/00062
ACT Permit Number ACT TP 23/00202

In order to be eligible to win a Prize, you (**Entrant**) must acknowledge and accept the following terms and conditions, as well as the **Promoter's** general conditions of entry as amended from time to time.

DEFINITIONS	<p>For the purpose of this promotion the following definitions apply:</p> <p>Away Team – means, for each Match, the team listed under the column titled “Away” in Schedule 1 to these terms and conditions</p> <p>Cumulative Margin Score is the total of all Margin Scores awarded for all completed Rounds to date.</p> <p>Cumulative Tip Score is the total of all Tip Scores for an Entrant for all completed Rounds.</p> <p>Lockout Time – the scheduled starting time of each match as stipulated by the NRL.</p> <p>Match – means a game, including any overtime or extra time, between two teams as designated in the Season.</p> <p>Margin Score means the margin picked for the first listed Match in each particular Round by an Entrant.</p> <p>Prize Winners Selection Location – Ground Floor, Building C, 33-35 Saunders Street, Pyrmont, NSW 2050 AUSTRALIA</p> <p>Promotion - means 2GB & 4BC NRL Footy Tipping Promotion and is a sports tipping contest conducted during the course of the Season hosted on the Website.</p> <p>Promotion Period - see Item 4: Promotion Period.</p> <p>Round - means a singular round comprising of Match(es) in the Season.</p> <p>Season means the official National Rugby League 2023 Premiership season.</p> <p>Tip Score means an Entrant's score for a particular Round, calculated based on their tips and the results of each Match, in accordance with Item 8.</p> <p>Website - see Item 3: Website.</p> <p>Additional capitalised terms are defined as set out in Items below.</p>
ITEM 1: PROMOTION NAME	2023 2GB & 4BC NRL Footy Tipping Promotion (Promotion)
ITEM 2: PROMOTER	NINE ENTERTAINMENT CO. PTY LTD ABN 59122205065, telephone (02) 9134 0000
ITEM 3: WEBSITE	www.tipping.2GB.com.au , www.tipping.4BC.com.au ,

	https://tipping.wvos.com.au/
ITEM 4: PROMOTION PERIOD	<p>Entrants may register for the Promotion from 12noon Sydney time on 14 February 2023 or whenever Website goes live, until 15:00 Sydney time on Sunday 1 October 2023.</p> <p>The Promotion Period ends at the conclusion of the Season, following the Grand Final on Sunday 1 October 2023.</p>
ITEM 5: ENTRY RESTRICTIONS	<p>Participation is open to Australian residents except where excluded by law or under these rules.</p> <p>Notwithstanding the ability to participate, in order to be an eligible Entrant to win a Prize, the following criteria apply (Eligible Entrant):</p> <ul style="list-style-type: none"> ● An Entrant must be a resident of New South Wales, Queensland, Victoria, Western Australia or the Australian Capital Territory. ● An Entrant must be at least 18 years of age at time of entry. ● An Entrant must not be an employee or immediate family member of: <ul style="list-style-type: none"> ● the Promoter or any related body corporate of Nine Entertainment Co. Holdings Pty Limited including Nine Radio Pty Ltd; or ● Agencies associated with this promotion. <p>Only one registration per Entrant will be accepted.</p>
ITEM 6: METHOD OF ENTRY	<p>To enter, the Entrant must first register by completing the online registration process on the Website (Sign-On) during the Promotion Period. Entrants will be required to:</p> <ul style="list-style-type: none"> ● Choose a username to identify their entry; and ● Provide all information and accept all terms and conditions required as part of Sign-On, including but not limited to a valid email and/or phone number. <p>Upon registering for the Promotion, Entrants will automatically be entered into the “public league”, which will contain all Entrants’ tallied scores and the overall rankings throughout the Promotion Period. In addition, Entrants can create a “private league” and invite other Entrants to join the “private league”. “Private leagues” will contain the names and scores of all Entrants that are part of that “private league”, but in no way will affect the “public league” rankings. An Entrant’s chances of winning a Prize will not be affected by whether or not they join a “private league”.</p> <p>Rankings of the “public league” displayed on the Website include the rankings of all Entrants and not only the rankings of Entrants that are eligible to win a prize.</p> <p>After registration, Entrants may submit tips in all remaining Matches which have not been completed or Locked Out during the Promotion Period.</p> <p>There is no fee to participate in this Promotion.</p>

**ITEM 7: JUDGING
DETAILS**

Weekly Tipping Prize:

One Weekly Tipping Prize will be awarded for each Round of the Promotion Period. There can only be one winner for each Round.

The Weekly Tipping Prize winner for each Round will be determined at the Prize Winners Selection Location after the completion of that Round.

The Weekly Tipping Prize winner for each Round will be the Eligible Entrant who has the highest Tip Score for that Round and the lowest Margin Score for the first game in the Round.

If there is a tie between two or more Eligible Entrants, the Entrant with the highest score on the leader board on the date that the Weekly Tipping Prize winner is being determined will be the Weekly Tipping Prize winner for that Round.

If there is a tie with two or more Eligible Entrants with the highest Tip Score, lowest Margin Score and equal place on the leader board, the Eligible Entrant who was the first in time to enter the Promotion will be the Weekly Tipping Prize winner for the Round.

Major Tipping Prize:

The Major Tipping Prize will be determined at the Prize Winners Selection Location at 12pm Sydney time on Tuesday, 3 October 2023.

There can only be one winner of the Major Tipping Prize.

The winner of the Major Tipping Prize will be the Eligible Entrant as determined by assessing the scoring criteria in the following order until a unique winner is ascertained:

1. The Winner of the Major Tipping Prize will be the Eligible Entrant with the highest Cumulative Tip Score at the end of the Promotion Period.
2. In the event of a tie between two or more Eligible Entrants with the equal highest Cumulative Tip Score, to break the tie, the Winner will be the Entrant with lowest Cumulative Margin Score.
3. If this fails to break the tie, the winner will be the entrant with lowest Margin Score in that Round (with respect to the Major Tipping Prize, the final Round will be the relevant Round to decide a tie in this instance). The Margin Score is used as a tie-breaker should more than one entry be ranked equally based on points.
4. If, after assessing the scores above, there is not one unique winner, the entrant who registered for this Promotion first in time (of the Eligible Entrants that have been assessed against the three scoring criteria) will be ranked higher in order to break the tie and will be deemed the winner of the Major Tipping Prize.

Using the scoring system described above, entrants will be ranked in order based on the highest score. The top Eligible Entrant at the end of the Promotional Period will be entitled to the Prize.

If required, an independent person will be present to scrutinise any judging of a tie-breaker that involves an element of chance (**Scrutineer**), the announcement of the Winner. The Scrutineer will also verify the details of the Winner.

<p>ITEM 8: PROMOTION DETAILS</p>	<p><u>Submitting tips for each Round</u></p> <p>For each Round, Entrants can (Tip):</p> <ul style="list-style-type: none"> • pick the team to win each Match; and • pick the margin by which the team they pick will win the first Match of that Round. <p>Tips for a particular Match must be submitted before the Lockout Time that applies to the Match, by visiting the Website and submitting their tip entry including their Margin Score, in accordance with the instructions. It is each Entrant's responsibility to ensure tips are submitted prior to the Lockout Time and no responsibility will be taken by the Promoter for any participant's failure to submit their tips in accordance with this requirement.</p> <p>For clarity, an Entrant may choose and edit their entered tips for a match at any time before the Lockout Time for that specific match in a given Round as notified on the Website.</p> <p>Tip Score</p> <p>The object is to achieve the highest number of points. Points will be awarded to each Entrant in each Round after they have registered in accordance with the following:</p> <p>CORRECT TIP = 1 Point</p> <p>INCORRECT TIP = 0 Points</p> <p>BONUS SCORE FOR TIPPING ALL WINNERS CORRECTLY IN ANY GIVEN ROUND (EXCLUDING FINALS) = 2 Points</p> <p>Non-submission of any Tip for a given match results in the Away Team selected by default and non-submission of any Margin Score for a given Round results in the average Margin Score for all entrants for each completed Round being selected by default.</p> <p>In the case where the entrant has registered after a Round or several Rounds have been Locked Out, the entrant will receive a Tip Score based on selecting the Away Team in every completed Round and the average Margin Score for all entrants for each completed Round.</p>
<p>ITEM 9: PRIZE</p> <p>(DETAILS and RESTRICTIONS)</p>	<p><u>Weekly Tipping Prize:</u></p> <p>Number of Weekly Tipping Prizes: 31</p> <p>Weekly Tipping Prize value: \$250</p> <p>Weekly Tipping Prize Description: Lowes Voucher</p> <p><u>Total Weekly Tipping Prize Value: \$7750 AUD TBC</u></p>

Weekly Tipping Prize Provider:

Lowes Manhattan Pty Ltd ABN 31 000 307 666

Restrictions that apply to the Weekly Tipping Prize:

- The Promoter is not liable for any Weekly Tipping Prize voucher that has been lost, stolen, forged, damaged or tampered with in any way once awarded.
- The Weekly Tipping Prize is valid until the expiry date specified by the Weekly Tipping Prize Provider, and is subject to any terms and conditions imposed by the Weekly Tipping Prize Provider.
- The Weekly Tipping Prize cannot be transferred or exchanged for cash.
- The Winner's details may be provided to the Weekly Tipping Prize Provider for the purposes of prize fulfilment.

Major Tipping Prize:

Number of Major Tipping Prizes: 1

Major Tipping Prize value: \$10,000

Major Tipping Prize Description:

\$10,000 cash

Total Major Tipping Prize Value: \$10,000 AUD

Major Tipping Prize Provider:

Promoter

Restrictions that apply to the Major Tipping Prize:

- The Major Tipping Prize will be paid by the Promoter to the Winner by bank transfer within 28 days of publication of the Winner's name in accordance with Item 10.
- The Major Tipping Prize is subject to any terms and conditions imposed by the Promoter. The Major Tipping Prize cannot be transferred unless specified by the Promoter in writing.
- The Winner's details may be provided to a third party for the purposes of Major Tipping Prize fulfillment.
- The Winner must provide all information and sign all documentation as requested by the Promoter to finalise the award of any Major Tipping Prize.

Total Prize Pool Value: \$17,750

<p>ITEM 10: PRIZE WINNER NOTIFICATION and PUBLICATION DETAILS</p>	<p>Weekly Tipping Prize Winners will be notified by email within 7 business days following the conclusion of each Round during the Promotional Period. Weekly Tipping Prize winners' details will be published in the weekly promotional email to entrants within 7 business days following the conclusion of each Round during the Promotional Period.</p> <p>The Major Tipping Prize Prize winner will be notified by email and phone by 6 October 2023.</p> <p>Prize winners' details will be published on the Website on 9 October 2023.</p>
<p>ITEM 11: UNCLAIMED MAJOR TIPPING PRIZE DRAW DATE AND PUBLICATION DATE</p>	<p>If after making reasonable efforts to contact the winner on the contact details provided in the winner's registered account the 2023 Major Tipping Prize winner cannot be contacted by 12 January 2024, and subject to any written directions from a regulatory authority, the awarding of any unclaimed prizes will take place at 12pm Sydney time on 12 January 2024 at the Promoter's office as follows:</p> <ul style="list-style-type: none"> • The Major Tipping Prize will be awarded to the next highest ranking Eligible Entrant in accordance with the Judging Details in Item 7. • Any winner that fails to claim the Prize forfeits their right to the prize and no other prize or cash payment will be made in substitute to that person.
<p>ITEM 12: OTHER CONDITIONS</p>	<p>a. The Promoter's decisions in relation to all aspects of this Promotion are final and no correspondence will be entered into, including decisions in relation to tie breaks, failure to submit tips on time and the number of points achieved or rankings.</p> <p>By entering into the Promotion, participants consent to their Personal Information (as that term is defined in the Privacy Act 1988) being used for direct marketing, distribution to related entities and uses approved in our Privacy Policy. Participants may be contacted by the Promoter and its related bodies corporate for the purpose of direct marketing on their own behalf and on behalf of advertisers. For further information, including how to opt-out, refer to our Privacy Policy .</p>

Terms and Conditions

1. INTRODUCTION

1.1 By participating or submitting an entry into this Promotion, participants and Entrants agree that they have read, understand and agree to be bound by these terms and conditions, the [2GB Standard Terms and Conditions](#), and our [Privacy Policy](#), as amended from time to time.

1.2 These terms and conditions can be downloaded from the website listed in Item 3: Website.

2. DURATION

2.1 Eligible Entrants must register to participate in this Promotion during the period set out in Item 4: Promotion Period.

3. ELIGIBILITY

3.1 Entrants must at all times comply with Item 5: Entrant Restrictions. Those Entrants who have not complied with Item 5: Entrant Restrictions may, in the absolute discretion of the Promoter, be disqualified.

4. METHOD OF ENTRY

4.1 Entrants may enter the Promotion in accordance with Item 6: Method of Entry. Entrants who have not complied with Item 6: Method of Entry will be disqualified.

4.2 Inaudible, incomplete or incomprehensible entries (whichever is applicable) will not be eligible and will be disqualified. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.

4.3 Unless otherwise stated in these terms and conditions, no person may register for this Promotion more than once and persons may not enter or participate in it on behalf of any third party.

4.4 Any person who is discovered to have used or attempted to use more than one name or account in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a Prize.

4.5 All Entrants acknowledge that the Promoter may rely on clauses 4.3 and 4.4 even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as the prize winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.

4.6 Should an Entrant's contact details change during the Promotion Period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter. An Entrant can also update their contact details by accessing and updating their account via the Website.

4.7 Should an Entrant be required to submit a third party's personal information as a part of entry into or participation in this Promotion, each Entrant must ensure that any other person whose details have been provided by the Entrant to the Promoter for the purposes of the Entrant's participation in this Promotion has given their implied or express consent for the details to be provided to the Promoter and any of its related bodies corporate and to be contacted by the Promoter or any of its related bodies corporate in relation to this Promotion.

4.8 During registration, Entrants may refer the Promotion to their friends via email. If an Entrant refers a friend, they warrant that they have obtained their friend's consent to do so prior to sending the email. The Entrant indemnifies the Promoter against any claims by any third party for the Entrant's failure to obtain consent.

4.9 The Promoter reserves the right at any time to verify the validity of entries and Entrants and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who in the opinion of the Promoter tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

4.10 The Promoter is not responsible for and has no control over the scheduled start times of any Match. The Promoter will take reasonable efforts to align the Lockout Time with the scheduled NRL Match times, but accepts no responsibility for any misalignment, changes or variations affecting the Lockout Time.

4.11 The Promoter is not responsible for any problems or technical malfunction of any network or lines, computer online systems, communication network, computer equipment, software, technical problems or traffic congestion online, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise preventing Entrants from successfully participating in the Promotion. The Promoter accepts no responsibility for any entries or tips not received during the Promotion Period or within the required timeframes on the Website.

4.12 If for any reason this Promotion is not capable of running as set out in these terms, including due to computer virus, bugs, technical failures or any other causes beyond the control of the Promoter, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to government regulations.

4.13 The Promoter reserves the right to amend, extend, suspend or cancel the Promotion subject to approval from any relevant authority.

5. DRAW / JUDGING

5.1 The judging of each prize will take place in accordance with Item 7: Judging Details and Item 8: Promotion Details.

6. PRIZE(s)

6.1 All prizes will be awarded in accordance with Item 9: Prize Details.

6.2 All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value.

7. PRIZE CONDITIONS

7.1 The Promoter does not warrant the merchantability, suitability and/or fitness for purpose of any goods and/or services awarded as a prize, and excludes all warranties in relation to supply of a prize, except those that cannot be excluded by law.

7.2 All prizes are subject to availability and non-exchangeable, must be used on any dates specified in these terms and conditions, by the Promoter and/or the prize provider and are not redeemable for cash.

7.3 If a prize winner does not take any element of a prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that prize or any part of it.

8. NOTIFICATION

8.1 All prize winners will be notified in accordance with Item 10: Prize Winner Notification and Publication Details.

8.2 Details of Prize winners will be published in accordance with Item 10: Prize Winner Notification and Publication Details.

9. PRIZE COLLECTION

9.1 Prizes will be delivered or collected in accordance with Item 9: Prize Details. The Promoter reserves the right to request winners to provide proof of identity and/or proof of residency. Proof of identity and/or residency considered suitable for verification is at the Promoter's discretion. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

10. PRIZE AVAILABILITY

10.1 The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.

10.2 The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.

11. TAXES

Any tax payable as a result of a prize being awarded or received will be the responsibility of the winner. Winners should seek independent financial advice prior to accepting a prize if this is a concern.

12. UNCLAIMED PRIZES

12.1 Prizes unclaimed after a period of three (3) months will be forfeited subject to State regulations. See Item 11: Unclaimed Prize Draw Date and Publication Date.

13. PUBLICITY MATERIALS

13.1 It is a condition of entry that the Promoter has the right to publicise, broadcast and communicate to the public the names, characters, likenesses or voices of any Entrants for any promotion or matter incidental to the Promotion.

13.2 Entrants consent to their entry being read out on air and/or to their telephone and other conversations with the Promoter being broadcast on air and communicate to the public on the website/s.

13.3 Entrants may be required by the Promoter to participate in photo, recording, live to air radio broadcast or internet simulcast, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Promotion that he/she wishes to retain his/her anonymity.

13.4 Entrants also acknowledge that the publicity materials may be provided to the prize providers for the purposes of promotional display or fulfilling the award and delivery of Prizes.

14. COPYRIGHT

By entering this Promotion all Entrants:

(a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;

(b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and

(c) Undertake to the Promoter that their entry is not in breach of any third party intellectual property rights or privacy rights.

15. RELEASE AND INDEMNITY

15.1 To the extent permitted by law, all Entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.

16. TAMPERING AND OTHER MATTERS

16.1 If for any reason this Promotion is not capable of running as planned as a result of any (including but not limited to) technical failures, unauthorised intervention, computer virus, mobile phone failure, tampering, fraud or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to State regulations) to cancel, terminate, modify or suspend the Promotion and/or any draw/s or judging related to the Promotion and/or to disqualify any individual who (whether directly or indirectly) causes the same.

16.2 The Promoter accepts no responsibility for any late, lost or misdirected entries including but not limited to electronic messages not received by the Promoter due to technical disruptions, network congestion or any other reason. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter the Promotion repeatedly is prohibited.

17. EXCLUSION OF PARTICIPANTS

17.1 The Promoter reserves the right to exclude any person from participating in the Promotion or a prize for any reason (including but not limited to) that person's medical condition or history, the preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behavior of a person may bring the Promoter's brand into disrepute.

18. TERMINATION OF PROMOTION

18.1 The Promoter may (subject to approval from regulatory bodies) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.

19. DECISIONS FINAL

19.1 All decisions and actions of the Promoter relating to the Promotion and/or redemption of the prizes are exercised accordingly at its absolute discretion and are final. No discussions or correspondence with Entrants or any other person will be entered into.

20. FAILURE TO ENFORCE TERMS AND CONDITIONS

20.1 A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or contestant.

21. PERSONAL INFORMATION AND PRIVACY

21.1 The personal information supplied by Entrants when entering this Promotion will be used by the Promoter in accordance with its [Privacy Policy](#). Please refer to the [Privacy Policy](#) for more information as entry in this Promotion is an agreement to be bound by that policy. All Entrants may have their details removed from the Promoter's database by simply contacting the Promoter. If details are removed prior to the conclusion of the Promotion and/or award of Prize(s), Entrants will forfeit their right to claim any Prizes.