

WIN ENTRY TO THE 2019 BOUNDARY BEACH CLUB AT PERTH STADIUM

TERMS AND CONDITIONS

Promotion

1. In accordance with the marketing campaign of Cricket Australia (ABN 53 006 089 130) (**Event Promoter**) to celebrate the 2019/2020 Australian Cricket Season and the launch of the Boundary Beach Club at Perth Stadium, 333 Victoria Park Drive, Burswood WA 6100 (**Beach Club**), the Event Promoter is offering you the chance to win entry to the Beach Club (**Promotion**). This Promotion is being run by TLA Worldwide (Aust) Pty Ltd (**TLA**) on behalf of the Event Promoter in its capacity as event manager in association with Crowd Convergence (**Crowd Convergence**).
2. These terms and conditions (**Terms**) govern your participation in this Promotion. You acknowledge and agree that your entry into this Promotion constitutes acceptance of these Terms and creates a legally binding agreement.
3. This Promotion commences at 11.30am AWST on Thursday 12 December 2019 and ends at 8:00pm AWST on Monday 16 December 2019 (**Promotion Period**) and will be run at Perth Stadium during the Domain Test cricket match (**Event**).

Eligible Entrants

4. Entry is open to persons who meet the following criteria, the entrant must:
 - (a) be a patron at the Event; and
 - (b) be eighteen (18) years of age or older; or
 - (c) if a minor (under 18 years of age), have the consent of their parent or legal guardian (if a minor wins, their parent or legal guardian must sign the Boundary Beach Club waiver and be present at all times when the minor is at the Boundary Beach Club); and
 - (d) have a general awareness of water safety and capability appropriate for being in a swimming pool; and
 - (e) meet the Boundary Beach Club entrant criteria set out at Clause 8.
5. Employees of the Event Promoter and TLA (including their immediate families) are not eligible to enter.
6. All entrants acknowledge that it is their responsibility to ensure that their entry is compliant with these Terms. Any entry in breach of these Terms, including but not limited to a breach of the Social Media Rules or any Australian law, may be disqualified at the sole discretion of the Event Promoter and TLA.

Rules of Entry

7. Promotion Staff will be roaming the Event during the Promotion Period to choose patrons to enter the Promotion who satisfy the following criteria:
 - (a) Wearing pool-ready clothing/swimwear; and
 - (b) Reflect the Event Promoters values, including:
 - (i) How We Play;
 - (ii) Spirit of Cricket; and
 - (iii) Integrity.
8. If a patron approached by Promotion Staff wishes to enter the Promotion, the patron must have their photo taken by the Promotion Staff Member and provide the Promotion Staff with their details as follows:
 - (a) full name;
 - (b) age range;
 - (c) mobile number;
 - (d) email address; and
 - (e) where the entrant is a minor, the details in 9(a)-(d) will need to be provided by the minor's parent or legal guardian (if a minor wins, their parent or legal guardian must sign the Boundary Beach Club waiver and be present at all times when the minor is at the Boundary Beach Club).

9. The entrant's photo will be automatically entered into the draw for the chance to win entry to the Boundary Beach Club.
10. Entrants must have their photo taken by Promotional Staff by 1.00pm AWST for the chance to win entry to Session 1 of the Boundary Beach Club (1.00pm-3.00pm) and by 3.00pm AWST for the chance to win entry to Session 2 of the Boundary Beach Club (3.40pm-5.40pm) and by 5.30pm AWST for the chance to win entry to Session 3 of the Boundary Beach Club (6.00pm-8.00pm) (each a **Session**).
11. The Event Promoter and TLA accept no responsibility for entries which are incomplete, illegible, lost or delayed due to technological or other error.

Winners & Prize

12. For each Session at the Boundary Beach Club, up to ninety (90) entrants (subject at all times to safety requirements and the number of other guests at the Boundary Beach Club) will be randomly selected to win a prize. Prior to each Session, two (2) random draws will be conducted to select up to forty-five (45) winners (in total up to 90 winners).
13. The prize is entry for the winner and one (1) guest to either Session 1, Session 2 or Session 3 of the Boundary Beach Club. Where the winner is a minor, their guest must be their parent or legal guardian.
14. If an entrant is not selected as a winner for Session 1, they will go into the draws to win entry into Session 2 and Session 3 at the Boundary Beach Club.
15. The winners will be notified via a message to the mobile phone number provided to Promotion Staff and will be required to attend the Boundary Beach Club Registration Desk located at Bay 101. If the winner fails to report to the Boundary Beach Club Registration Desk within 45 minutes of receiving the message to their mobile phone their prize will be forfeited and the winner will not be entitled to entry to the Boundary Beach Club or any compensation.
16. The winner (or if the winner is a minor, their parent or legal guardian) must sign the Boundary Beach Club Waiver and agree to the Conditions of Entry (see clause 32) prior to entry being granted to the Boundary Beach Club. If the Boundary Beach Club Waiver is not signed, the winner (and if applicable, their parent or legal guardian) acknowledge that they will not be permitted to enter the Boundary Beach Club.
17. The Event Promoter and TLA reserve the right, at any time, to verify the validity of entries and personal details concerning the entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms. In the event that a winner has breached these Terms, the prize will be awarded to the entrant with the next highest score.
18. The winner and their guest are responsible for all other costs and expenses associated with redeeming the prize including but not limited to travel, accommodation, food and beverages.
19. The prize is not exchangeable, transferable and non-cash prizes are not redeemable for cash. Tickets cannot be used for commercial or promotional purposes.
20. The winner is responsible for any tax liability that may arise from the prize, and the Event Promoter and TLA recommend that the winner seeks independent tax advice.

Image and Personal Information

21. Each entrant consents to their name, image and entry photo submitted in connection with this Promotion (collectively **Image**), being used by the Event Promoter, the Venue Operator (VenuesLive Management Services (WA) Pty Ltd as agent for the Western Australian Sports Centre Trust, trading as Venues West – ABN 47 894 197 015)) and TLA (at their absolute discretion) for the purposes of this Promotion (including use on social media channels and digital platforms) and for other future promotional, marketing and publicity purposes (including commercial purposes) in any form of media at any time in Australia, and hereby waives and releases any right to examine or approve any use of Image by the Event Promoter and TLA and any right to compensation.

22. The Event Promoter, TLA and the Venue Operator (Venues Live Management Services (WA) Pty Ltd as agent for the Western Australian Sports Centre Trust, trading as VenuesWest collect and use the personal information of entrants for the purpose of conducting this Promotion and may, for this purpose, disclose or transmit such information to third parties rendering services in relation to the Promotion and for the purposes of marketing activities in accordance with the Event Promoter's privacy policy (<https://www.cricknet.com.au/privacy>). The Event Promoter and TLA deal with your personal information in accordance with the Privacy Act and National Privacy Principles.

Liability

23. The Event Promoter, TLA and the Venue Operator will in no circumstances be liable:
- (a) to perform any obligation under these Terms where unable to do so as a result of circumstances beyond their reasonable control including but not limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots or any other circumstances amounting to force majeure;
 - (b) for any damage, loss, liability, injury or disappointment incurred or suffered by an entrant, winner, or winner's guest as a result of entering or participating in the Promotion or accepting the prize. This exclusion does not exclude liability for death or personal injury caused solely by the negligence of the Event Promoter or TLA; or
 - (c) for any loss of profit, business, contracts, revenues or anticipated savings or for special, direct, indirect or consequential loss of any nature howsoever arising out of an entrant, winner, or winner's guest participating in the Promotion or accepting the prize.
24. All entrants enter the Promotion at their own risk and agree to indemnify the Event Promoter, TLA and the Venue Operator against all costs, losses, damages, expenses and liabilities (including for loss of reputation and goodwill and professional advisors' fees) and any claim arising from the entrant, winner or winner's guest participating in the Promotion, or accepting the prize and/or their breach of these Terms.

General

25. The Event Promoter and TLA reserve the right to modify, vary or cancel the Promotion and/or these Terms at any time, and will not in any way be liable to any party for such modification, variation or cancellation.
26. These Terms shall be governed by and construed in accordance with laws of the State of Western Australia, and subject to the jurisdiction of the courts of the State of Queensland.

Conditions of Entry

27. All winners agree to the following Conditions of Entry to the Boundary Beach Club and also to any other rules communicated to the winner or displayed at the Boundary Beach Club:
- (a) Any unlawful behaviour or behaviour that breaches stadium standards will not be tolerated on the Pool Deck.
 - (b) The Event Promoter and TLA reserve the absolute right to refuse or revoke entry to the Boundary Beach Club for any reason.
 - (c) Anyone under the age of eighteen (18) must be accompanied and supervised by a parent or legal guardian.
 - (d) No alcohol is to be consumed in the pool area of the Boundary Beach Club.
 - (e) No illegal substances are to be consumed.
 - (f) Patrons at the Boundary Beach Club must not lean on the railings.
 - (g) Patrons must not move any furniture and/or equipment at the Boundary Beach Club.
 - (h) Patrons must not throw any items within or over the side of the Boundary Beach Club.
 - (i) Bathers or appropriate swimwear must be worn at all times while in the pool area.
 - (j) No running, pushing, rough play, bombing, diving around the pool area or in the pool.
 - (k) No food or drinks are permitted in the pool area,
 - (l) Patrons must use restrooms.