

CRICKET AUSTRALIA

Terms and Conditions for the Block Triple Threat Corporate Suite Auction

First up

1. These terms set out all of the information you need to know regarding this Auction. By submitting a bid, you warrant that you have legal capacity and that you understand and agree that these terms apply to your bid.
2. The organiser is Cricket Australia of 60 Jolimont Street, Jolimont, Victoria, 3002 (ABN 53 006 089 130) ('**Organiser**, '**we**', '**us**').
3. The Auction runs from 20:45 AEST on 7 April 2015 and closes at 24:00 AEST on 13 April 2015 ('**Auction Period**'). No bids will be accepted after this time.
4. Proceeds of this Auction will be donated to the McGrath Foundation Ltd of 54 Chandos Street, St Leonards, NSW 2065 (ABN 23 115 566 624), which is a charity registered as follows:
 - In the ACT under the *Charitable Collections Act 2003*, Licence number 19000031;
 - In NSW under the *Charitable Fundraising Act 1991*, Authority number 18455;
 - In South Australia under the *Collections for Charitable Purposes Act 1939*, Licence number CCP1144;
 - In Tasmania under the *Collections for Charities Act 2001*;
 - In Victoria under the *Fundraising Act 1998*, registered fundraiser number 10596.12; and
 - In Western Australia under the *Charitable Collections Act 1946*, Licence number 20665.

Who can bid ... and who can't

5. To submit a bid, you must be an Australian resident aged 18 years or older at the commencement of the Auction Period. Directors, managers, employees, officers, agents and contractors of the Organiser, and their immediate families (ie spouse, partner, parent, grandparent, natural or adopted child, and sibling (whether natural or adopted by a parent)) are ineligible to participate.

What am I bidding on ?

6. The item you are bidding on is use of one of Cricket Australia's 12-person capacity corporate suites at the Melbourne Cricket Ground during the first One Day International cricket match held at the venue in the 2015/16 international season, including the attendance in the suite of two contestants from The Block, and a food and beverage package for the suite (**the prize**). The prize does not include transport or incidental expenses associated with using the prize. It is the responsibility of the Auction winner to make appropriate arrangements to take the prize.
7. The prize is subject to the following restrictions:
 - (a) The International cricket fixture is subject to change (including due to bad weather) without notice. The Organiser reserves the right (in its sole discretion) to change or amend the International cricket fixture without notice, and does not accept responsibility for the cancellation or delay of any cricket match connected with this Auction for any reason beyond its reasonable control.
 - (b) By submitting a bid, each winner and their companions agree to comply with the conditions attaching to the tickets won in conjunction with the Auction. Each winner and their companions also agree to comply and ensure all ticket holders comply with:
 - Cricket Australia's 2015-16 Conditions of Ticket Purchase, Entry to a Venue and Attendance at a Match, a copy of which will be provided to the winner with the prize; and
 - any conditions of entry imposed by the venue operator.
 - (c) The attendance of The Block contestants is subject to their availability, and will be at the discretion of their management. The Organiser will not be liable for the non-attendance of The Block contestants for whatever reason, and no cash or alternative will be awarded in lieu of that element of the prize.
8. The prize is not transferable, exchangeable or redeemable for cash.

Submitting a bid

9. To submit a bid, you must, during the Auction Period, visit the Auction site at www.cricket.com.au/competitions/the-block and complete the submission form with your name, phone number, email address and amount you wish to bid.
10. Bids must be in Australian dollars, and in whole dollar amounts. Any bids not adhering to this format will be declared invalid.
11. After submitting a bid you will receive an email to confirm your bid.
12. By submitting your bid, you agree to make payment in the amount of your bid within 5 working days of receiving confirmation from the Organiser that your bid is the winning bid.
13. All bids will remain valid until payment for the prize has been received by the Organiser.
14. We will not accept bids which are incomplete, illegible, or which are generated by computers or other automated means.
15. We reserve the right to disqualify your bid in the event of non-compliance with these terms or if (in our sole discretion), you tamper or interfere with an entry mechanism in any way.
16. Each bid submitted will constitute a legal offer which, on the winner receiving confirmation from the Organiser that their bid is the winning bid in accordance with Clause 19 below, will form an agreement which is legally binding on the winner.
17. If the Auction cannot run for reasons beyond our control (for example, infection by computer virus, mobile network failure, bugs, tampering, unauthorised intervention, fraud, or technical failures), we reserve the right to cancel, suspend, modify or terminate the Auction. If that happens, we'll determine the winner from bids received at the time.
18. All decisions made by us regarding any aspect of the Auction are final, and no correspondence will be entered into.

How the winning bid is chosen and winner notified

19. The winning bid will be the highest bid received at Auction close. If there is more than one highest bid then the winning bid will be the bid which was submitted first.
20. The winner will be notified by telephone or email by 17 April 2015 to arrange payment and delivery.
21. Payment by the winner must be received within 5 working days of the winner receiving confirmation that their bid is the winning bid.
22. If (having made reasonable efforts) we cannot contact the winner, or if payment for the prize is not received within 5 working days of the winner receiving confirmation that their bid is the winning bid, or if there is a problem with the winning bid, that bid will be deemed invalid, and we reserve the right to award the prize to the next highest bidder. If there is more than one next highest bid then the winning bid will be the bid which was submitted first.
23. Prize winners' names will be published on the Organiser's website at www.cricket.com.au/competitions on 18 April 2015.

Organiser's use of entries and personal information

24. By participating in this Auction, you understand and agree that Cricket Australia and State or Territory cricket associations, including the Big Bash League teams (together, "Australian Cricket") may use and disclose the personal information provided by you for the purpose of conducting the Auction and for any of the purposes set out in Australian Cricket's Privacy Policy (available at www.cricket.com.au/privacy or by emailing privacy@cricket.com.au), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how Australian Cricket will deal with that complaint. Australian Cricket may also disclose your personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with Australian Cricket's Privacy Policy). You can request to access, update or correct any personal

information we hold about you by writing to Cricket Australia's Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to privacy@cricket.com.au.

25. If requested by us, the winner must participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are the winner, you consent to us using your name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without compensation for the purpose of promoting this Auction (including any outcome), and promoting any products or services manufactured, distributed and/or supplied by us.

General stuff (boring but important)

26. We accept no responsibility for any problems or technical malfunction of any communication network or for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected bids, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. We have no control over telephone communications, networks or lines and accept no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise. We are not liable for any consequences of user error including any costs incurred.
27. If you are the winner, you are responsible for your use of the prize, including complying with all relevant laws and any applicable terms and conditions of use and for any tax liability associated with a prize.
28. To the extent permitted by law, we will not be liable for any loss or damage whatsoever (including direct or consequential loss) or personal injury suffered or sustained in connection with the prize or this Auction. We accept no responsibility for any tax liabilities that may arise from winning a prize.
29. We are not responsible for use of a prize which results in:
- (a) loss that was not reasonably foreseeable;
 - (b) loss that was not caused by the our breach of these terms or by our negligence;
 - (c) business losses (such as lost data, lost profits or business interruptions) or loss suffered by non-consumers;
 - (d) losses caused by factors which could reasonably be considered to be outside our control (such as faults in third party equipment); and
 - (e) any loss caused, or contributed to, by an entrant's breach of these terms or an entrant's negligence.
30. These terms are governed by the laws of Victoria.