## **PROMOTION NAME**

1. Cricket NSW MyCricket Live Score App Promotion

# PROMOTER NAME, ABN, ADDRESS

 New South Wales Cricket Association trading as Cricket NSW; ABN 27 000 011 987, 6 Herb Elliot Ave Sydney Olympic Park, 2127

# START AND END DATE/TIME OF THE COMPETITION

Start: 1100, 16<sup>th</sup> December 2019
 End: 2359, 16<sup>th</sup> February 2020

#### **PRIZE DETAILS**

#### **PRIZES**

December Prize Details

Date of Draw: 11:00am AEDST Monday 16th December 2019

Prize/Item

Choice of a Sydney Sixers or Sydney Thunder Hat

Choice of a Sydney Sixers or Sydney Thunder Jersey

Sydney Sixers/Sydney Thunder General Admission Family Pass¹

4 x Group Ticket Package (4 x Tickets) to Women's T20 World Cup Australia vs India @ Sydney Showground, 21st February 2020

2 x Double Passes (2 x Adult 'B' Reserve) Tickets to Sydney Test Match @ SCG 4th January 2020

'A Box at the Bash' – Sixers vs Scorchers 25th January 2020 @ SCG - Sixers Hospitality - Catered Box for 12²

'A Box at the Bash' – Thunder vs Sixers 18th January 2020 @ Sydney Showground Stadium - Thunder Hospitality - Catered Box 12³

<sup>&</sup>lt;sup>1</sup> 10 Passes for Sydney Sixers and 10 Passes for Sydney Thunder are available. Cricket NSW will draw the winners of the Sydney Sixers Passes from the pool of eligible entries from Cricket Clubs and Associations with a registered address in the region Cricket NSW defines as a Sydney Sixers Region. Cricket NSW will select the winners of the Sydney Thunder Passes from the pool of eligible entries from Cricket Clubs and Associations with a registered address in the region Cricket NSW defines as a Sydney Thunder Region. The Sydney Sixers and Sydney Thunder defined regions are included in Appendix A.

<sup>&</sup>lt;sup>2</sup> The Sixers Hospitality Prize will be drawn from the pool of eligible entries from Cricket Clubs and Associations with a registered address in the region Cricket NSW defines as a Sydney Sixers Region.

<sup>&</sup>lt;sup>3</sup> The Thunder Hospitality Prize will be drawn from the pool of eligible entries from Cricket Clubs and Associations with a registered address in the region Cricket NSW defines as a Sydney Thunder Region.

# **January Prize Details**

# Date of Draw: 11:00am AEDST 20th January 2020

# Prize/Item

Choice of a Sydney Sixers or Sydney Thunder Hat

Choice of a Sydney Sixers or Sydney Thunder Jersey

Sixers Meet 'n' Greet - Club Visit (Sydney Only)4

Club Visit and Cricket Activity with Sydney Sixers player (CNSW to provide catering)

Thunder Meet 'n' Greet - Club Visit (Sydney Only)5

Club Visit and Cricket Activity Sydney Thunder player (CNSW to provide catering)

## **February Prize Details**

# Date of Draw: 11:00am AEDST 20th February 2020

## Prize/Item

Choice of a Sydney Sixers or Sydney Thunder Hat

Choice of a Sydney Sixers or Sydney Thunder Jersey

#### A Day at the Cricket with your Team!

Tickets to 13th March 2020 Men's ODI between Australia vs New Zealand at the SCG (2 Prizes: 15 Tickets each Prize)

#### A Day at the Cricket with your Team!

Tickets to 15th March 2020 Men's ODI Australia vs New Zealand at the SCG (2 Prizes: 15 Tickets each Prize)

#### Tickets to the Women's T20 World Cup Semis!

4 x Family Ticket Packages (Tickets: 2 x Adult x 2 Juniors) to Women's T20 World Cup

Semi Final Double Header @ SCG (Thursday 5th March 2020)

- 5. The prize(s) are set out in the Prize Details and are subject to any restrictions specified in the respective Prize Terms & Conditions. Prize values are accurate as at the commencement date of the Promotion. Any variation after that date is beyond our control.
- 6. Prizes are not transferable, exchangeable or redeemable for cash. If for any reason a prize is not available, we will substitute it for another prize of equal or higher value (in our discretion).
- 7. All costs, fees, charges or expenses associated with the prize(s), which are not specified in the Schedule, are the responsibility of the winner(s).

<sup>&</sup>lt;sup>4</sup> The Club Visit will be drawn from the pool of eligible entries from Cricket Clubs and Associations with a registered address in the region Cricket NSW defines as a Sydney Sixers Region.

<sup>&</sup>lt;sup>5</sup> The Thunder Club visit will be drawn from the pool of eligible entries from Cricket Clubs and Associations with a registered address in the region Cricket NSW defines as a Sydney Thunder Region.

# PLACE, DATE, TIME AND METHOD OF DRAW

8. The draw will be conducted periodically and by Random Electronic Selection

Draw Details
Location: 6 Herb Elliott Ave, Sydney Olympic Park NSW 2127
Draw Method: Random Electronic Selection
December Draw: 16 <sup>th</sup> December 2019
January Draw: 20 <sup>th</sup> January 2020
February Draw: 17 <sup>th</sup> February 2020

# THE CONDITIONS OF ENTRY INTO THE GAME, INCLUDING THE AGE OF THE PERSONS ALLOWED TO PARTICIPATE:

## INTRODUCTION

- 9. The following Terms and Conditions (T&Cs) apply for the Cricket NSW MyCricket Live Score App Promotion (the "Promotion").
- 10. The Entrant is any person who enters the Promotion in accordance with these terms and conditions (Entrant).
- 11. Entry is open to users of the MyCricket Live Score App
- 12. Information on how to enter the Promotion and prize details form part of these Terms and Conditions and are available at <a href="https://www.cricketnsw.com.au">www.cricketnsw.com.au</a>.
- 13. Entry is open to all users as per the 'How to Enter' section in T&Cs
- 14. Cricket NSW reserves the right in its absolute discretion to change or amend cricket fixture/s without notice. Neither the Promoter nor Cricket NSW accept responsibility for the cancellation or delay of any cricket match connected with this promotion for any reason beyond the control of the Promoter or Cricket NSW.

## **HOW TO ENTER**

- 15. The Promotion commences at 6:00am AEDST on 1<sup>st</sup> September 2019 and closes at 23:59 AEDT Sunday 16th February 2020 (Entry Period). Entry is open to all users of the MyCricket Live Scoring App who are scoring matches being contested by Clubs based in NSW or the ACT.
- 16. Free entry into the Promotion is as follows:
  - a. To enter the promotion the MyCricket Live Score App is required to be downloaded.
  - b. Entrants must utilise the app to score matches throughout the promotion period in the 2019/2020 season.
  - c. To be eligible to win prize/s entrants must belong to a cricket club based in NSW or the ACT and utilise the MyCricket Live Score App to score cricket matches. The terms "cricket club" and "cricket association" are interchangeable with reference to the T&Cs of this promotion.
  - d. Each Match, when scored, will have a Match Identity Code (MIC) generated by the application. This unique code will be used to enter and determine the promotion winners.
    - i This unique MIC will be referred to as the 'Entry Number' to enter the Promotion. The 'Entry Number' will detail the Entrant's contact details.
  - e. A Match Identity Code will be generated by the MyCricket Live Scoring App when Entrants use their respective email address to login to a match and score a match 'Ball-by-Ball' (in contrast to "Summary Scores").
  - f. The Promoter Cricket NSW reserves the right to refuse entries from matches with a total of less than 60 balls (10 overs) bowled.
  - g. Entrants can enter multiple times throughout the promotion by Scoring multiple matches on the MyCricket Live Scoring App during the promotion period.
  - h. Each and every match that is scored using the MyCricket Live Score App will remain eligible for any and all subsequent draws.
  - Cricket NSW will contact successful entrants via the email address recorded against the MyCricket login used to operate the MyCricket Live Score App for the successful Match Identity Code (MIC).
  - j. In the event a Winner utilises a generic or shared login of a club/association/competition, the entity administrator of the login being utilised will be deemed to the Winner.
    - i In the event of Cricket NSW or Cricket ACT administered competitions, the team allocated as the 'Home Team' on the fixture will be deemed the winner.
  - k. Employees of Cricket NSW and any company associated with the promotion are ineligible to receive any prizes in accordance with this promotion.
  - I. CNSW will not accept entries which are incomplete or illegible as per clause 16 and 17.
- 17. The Promoter reserves the right to disqualify your entry in the event of non-compliance with these Conditions of Entry or if, in our reasonable opinion, you tamper or interfere with an entry mechanism in any way as per clause 17.
- 18. If the Promotion 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 Promotion (subject to regulatory approval). If that happens, we will select winners from eligible entries received as at that time.
- 19. The Promoter reserves the right to extend the Registration Period at its own discretion and subject to any relevant legislation.

20. All decisions made by us regarding any aspect of the Promotion are final, and no correspondence will be entered into.

# **HOW AND WHEN WINNERS WILL BE NOTIFIED**

- 21. There is no requirement to attend the draw. Winners will be notified via email within two (2) days of the draw. The Promoter accepts no responsibility for failure to notify a winner if that winner is not reasonably contactable. Any unclaimed Prizes remain the property of the Promoter and will be distributed at the sole discretion of the Promoter.
- 22. Prizes will be posted using the winning Entrant's address as provided to the Promoter. The winning Entrant's email address will be used for correspondence unless the winner provides an alternative address at the time they are notified as being a winner. An email address published as a contact email address of the entrant's cricket club may be used to as an alternative contact for any prize winner at the sole discretion of the Promoter. If prizes are not suitable for posting, the Promoter will determine the best delivery method.
- 23. Prize winners should allow up to 15 business days for delivery, from date of notification. CNSW accept no responsibility for any lost or misdirected mail, or any damage to prizes caused in transit.
- 24. Reasonable effort to contact winners constitutes three pieces of communication sent via email without reply for a period of seven (7) days after first contact.
- 25. If (having made reasonable efforts as per clause 22 and clause 25) we cannot contact a prize winner, or if any prize is not accepted or claimed within seven (7) days from the first piece of communication sent, prizes will remain the property of the Promoter and will be re-drawn or redistributed at the sole discretion of the Promoter.
- 26. Prize winners are responsible for their use of any prizes, including complying with all relevant laws and any applicable terms and conditions of use. Transport and accommodation are the responsibility of the winner(s) and do not form part of the prize.
- 27. Where applicable, and in the event that the identity of the winner cannot be determined by the Promoter, it will be the obligation of the cricket club and/or cricket association involved in the match to determine to whom the prize(s) is/are distributed to.
- 28. All prizes, including any portion, are not transferable, exchangeable and cannot be taken as cash, unless stipulated otherwise. If due to reasons beyond the Promoter's control any of the prizes are unavailable, the Promoter, in its discretion, reserves the right to substitute the prizes with a prize to the equal value and/or specification.
- 29. Cricket NSW and Cricket Australia reserve the right in its absolute discretion to change or amend the International, WBBL and BBLW Cricket fixture/s without notice. Neither the Promoter nor Cricket Australia accept responsibility for the cancellation or delay of any cricket match connected with this promotion for any reason beyond the control of the Promoter or Cricket Australia.

# PROMOTER'S USE OF ENTRIES AND PERSONAL INFORMATION

30. If requested by us, each winner claiming a prize is obligated to participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge. If you are a 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 Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by us. If you are under 18 years of age, your parent or guardian must give us this consent on your behalf.

# **GENERAL**

- 31. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - a. To disqualify any entrant; or
  - b. To modify, suspend, terminate or cancel the Promotion, as appropriate.
- 32. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the States and Territories of Australia (Non-Excludable Guarantees). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury suffered or sustained in connection with this Promotion or prizes; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
  - a. any technical difficulties or equipment malfunction (whether under the Promoter's control)
  - b. any theft, unauthorised access or third-party interference;
  - c. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - d. any variation in prize value to that stated in these Terms and Conditions;
  - e. any tax liability incurred by a winner or entrant; or
  - f. use of the prize.
- 33. As a condition of accepting the prize, the winner may be required to sign legal documentation as required, and in the form required, by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 34. Information about a person whom claims a prize may also be used by the Promoter and may be disclosed and used by third parties, including but not limited to agents, contractors, service providers, prize suppliers and related companies for the purposes of carrying out promotional, marketing, planning, product development, publicity, research and profiling purposes, including sending electronic messages, direct mail and telephoning the entrant, unless the entrant withdraws their consent to the use of their information in this manner. Prize winners should direct any request

- to access, update, withdraw, correct information, or other requests to clubsupport@cricketnsw.com.au.
- 35. The Promoter is New South Wales Cricket Association trading as Cricket NSW; ABN 27 000 011 987, located at 6 Herb Elliot Ave Sydney Olympic Park, 2127.

# REFERENCE TO TERMS AND CONDITIONS (WEBSITE ADDRESS)

1. www.cricketnsw.com.au/Community-Cricket/MyCricker-Live-Score-Promotion

# Appendix A

# **Sydney Sixers Region by Local Government Authority**

Armidale Regional (A), Ballina (A), Bayside (A), Bellingen (A), Byron (A), Central Coast (C), Cessnock (C), Clarence Valley (A), Coffs Harbour (C), Dungog (A), Georges River (A), Glen Innes Severn (A), Gunnedah (A), Gwydir (A), Hornsby (A), Inner West (A), Inverell (A), Kempsey (A), Ku-ring-gai (A), Kyogle (A), Lake Macquarie (C), Lismore (C), Liverpool Plains (A), Maitland (C), Mid-Coast (A), Moree Plains (A), Mosman (A), Muswellbrook (A), Nambucca (A), Narrabri (A), Newcastle (C), North Sydney (A), Northern Beaches (A), Port Macquarie-Hastings (A), Port Stephens (A), Randwick (C), Richmond Valley (A), Singleton (A), Sutherland Shire (A), Sydney (C), Tamworth Regional (A), Tenterfield (A), Tweed (A), Upper Hunter Shire (A), Uralla (A), Walcha (A), Warrumbungle Shire (A), Waverley (A), Willoughby (C), Woollahra (A)

# **Sydney Thunder Region by Local Government Authority**

Albury (C), Balranald (A), Bathurst Regional (A), Bega Valley (A), Berrigan (A), Blacktown (C), Bland (A), Blayney (A), Blue Mountains (C), Bogan (A), Bourke (A), Brewarrina (A), Broken Hill (C), Burwood (A), Cabonne (A), Camden (A), Campbelltown (C), Canada Bay (A), Canterbury - Bankstown (A), Carrathool (A), Central Darling (A), Cobar (A), Coolamon (A), Coonamble (A), Cowra (A), Cumberland (A), Edward River (A), Eurobodalla (A), Fairfield (C), Federation (A), Forbes (A), Gilgandra (A), Goulburn Mulwaree (A), Greater Hume Shire (A), Griffith (C), Gundagai (A), Hawkesbury (C), Hay (A), Hilltops (A), Hunters Hill (A), Junee (A), Kiama (A), Lachlan (A), Lane Cove (A), Leeton (A), Lithgow (C), Liverpool (C), Lockhart (A), Mid-Western Regional (A), Murray River (A),