

# TERMS AND CONDITIONS OF ENTRY

## Name of Promotion

2020 Ultimate Footy Promotion

## 1. Website

<https://www.ultimatefooty.com.au/>

## 2. Deemed acceptance

Information on how to enter and prizes form part of these conditions. Entry into this Promotion is deemed acceptance of the conditions of entry and the Official Game Rules.

## 3. Promoter

Fan Hub Media Direct Pty Limited (**FanHub**)  
ABN 35 167 577 237,  
67 - 73 Hardware Lane, Melbourne , VIC 3000

## 4. Entrants

Entry is open to all Australian residents, who are eligible to participate in the 2020 Ultimate Footy Game on the Website as specified in the Rules ("Eligible Participants"). Entry excludes management, employees and contractors of the Promoter, FanHub and their agencies and other firms or companies associated with this Game, and their immediate families

## 5. Entry Restrictions

If entrants are under the age of 18 years of age, they must have their parent or guardians consent. If a winner is under the age of 18 years, the Promoter may require written consent from their parent or guardian in order to award the prize.

## 6. Promotion Period

The Promotion commences at 00.01 AEDT on 12 February 2020 and closes at 23.59 AEST on 24 August 2020 ("Promotion Period")

This promotion will cover each of the 23 rounds of fixtures in the 2020 Australian Football League Premiership season ("Rounds"), as notified on [www.afl.com.au](http://www.afl.com.au), concluding at the end of Round 23.

## 7. Registration

An Eligible Participant is someone who

- during the Season registers their details to participate in the Draft Game via the on-line registration form located on the Website (<https://www.ultimatefooty.com.au/>), in accordance with each of the Rules;
- and agrees to abide by the terms and conditions

The Promoter reserves the right not to accept a registration for any Eligible Participants or to disqualify an Eligible Participant if the Promoter considers that the registration contains anything defamatory or is otherwise inappropriate.

Only one Eligible Entry per Eligible Participant (and per email address supplied) will be accepted. Eligible Participants may also choose to participate in private or public leagues, which will not affect their score calculation in any way.

Eligible Participants will score points based upon their selected players in each Round in which they participate as set out in the Rules of each Game. Points will be awarded for each performance statistic attributed to that player during the Round, as set out in the Rules. The Promoter's decision is final and no correspondence will be entered into. If any required judging or winner selection is to fall on a public holiday, the selection will take place on the following business day at the same place and time of day as originally scheduled.

## 8. Ultimate Footy Draft Rules

The Official Game rules for the Ultimate Footy Draft can be found at <https://www.ultimatefooty.com.au/>

## **9. Privacy**

FanHub, is collecting the entrant's personal information for the purpose of conducting and promoting this competition. If you are not willing for this to occur you cannot participate in the Promotion.

## **10. Opt-In**

It is a requirement of entry that all entrants are opted in to the FanHub communications database. By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages.

## **11. Live and final scores**

During a live Round you will be able to see the running total of your Team's Score. Please note that these Scores are preliminary and subject to change. Score adjustments can occur after each match &/or after the completion of the Round as sometimes the official statistics are reviewed and changed post game.

Usually, the Scores are finalised within a few hours of the final game of the Round, but sometimes it may take longer due to the significant amount of data that needs to be processed. Our aim is to have the final scores, results and rankings available by 8.00am AEST on the day following the final game of the Round. Once the Scores are finalised, the lock-out for that Round ends, if for some reason player statistics are updated by the stats provider after the results have been finalised, these changes will not be amended in Fantasy scores, all player scores are final as of results finalisation.

## **12. General**

The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt by the Promoter. No responsibility will be taken for lost, late or misdirected

entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

If, for any reason, the Game or this Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to State and Territory regulations.

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 Entrant.

In the event there is a dispute concerning the conduct or administration of any Promotion, the decision of the Promoter is final and no correspondence will be entered into.

Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.

Notwithstanding the Promoter's rights to not accept or to subsequently disqualify an Entrant, the Promoter will not be liable for any legal action arising out of any Entrant's name or postings on the Web Site being defamatory or unsightly to the public at large, except for any liability that cannot be excluded by law. By participating in the Promotion, the Entrant agrees to indemnify the Promoter, its agents, contractors and related companies from any legal action, claim or dispute arising in relation thereto.

The judges' decision is final and binding and no correspondence will be entered into. Incomplete, illegible and incorrect entries or entries containing offensive or

defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.

The Promoter reserves the right, at any time, and in its sole discretion to (a) request entrants to provide proof of identity; and (b) disqualify entries in the event of non-compliance with these terms and conditions of entry. In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

By entering the Promotion, the Eligible Participant (and their parent or legal guardian if they are under 18 years of age) understands and agrees that the Promoter may use and disclose the information provided by the Eligible Participant to the Promoter, and to the Promoter by FanHub on the terms and for the purposes (including marketing) set out in the Promoter's Privacy Statement which can be requested by contacting us at [dpo@fanhubmedia.com](mailto:dpo@fanhubmedia.com) as if they were a customer of the Promoter.

The Eligible Participant (and their parent or legal guardian if they are under 18 years of age) agrees that the Promoter can continue to contact them even after this Promotion ends. If the Eligible Participant would like to access or correct the personal information that the Promoter holds about the Eligible Participant, or if the Eligible Participant does not wish the information to be disclosed, the Eligible Participant should advise the Promoter by emailing [support@fanhubmedia.com](mailto:support@fanhubmedia.com).

By entering into the Promotion, the entrant (or their parent or legal guardian if the Eligible Participant is under the age of 18 years) agrees and acknowledges that:

- they may be contacted by the Promoter to provide comments about the competition and the Promoter (or an agent of the Promoter) may take photos of them;
- the Promoter may use such comments or photos (the "Materials") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
- the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at any time, anywhere, and by any means. The

Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;

- they grant to the Promoter on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose;
- they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("Moral Rights");
- they waive all Moral Rights in the Materials that arise outside Australia;
- they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

To the extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to direct or indirect loss) or personal injury suffered or sustained in connection with this Promotion.

The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize.

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 Eligible Participant.

Notwithstanding the Promoter's rights to not accept or to subsequently disqualify a Participant, the Promoter will not be liable for any legal action arising out of any Eligible Participant's name or postings on the Web Site being defamatory or unsightly to the public at large, except for any liability that cannot be excluded by law. By participating in the Promotion, the Eligible Participant agrees to indemnify the Promoter, its agents, contractors and related companies from any legal action, claim or dispute arising in relation thereto.

## 13. Minors

If an entrant is under 18 years, they must have their parent or guardian's consent to enter this promotion. The Promoter reserves the right to request this consent in writing.

A parental or guardian consent referred to in these terms must:

- consent to the matters referred to in these terms and conditions;
- include the words "in consideration of FanHub agreeing to admit the entrant into this Promotion, [name of Parent or Guardian] agrees to be bound by the terms of entry into the Promotion".

## 14. Premium Subscription Services

### DEFINITIONS

In these Terms the following definitions apply:

- ACL means the Australian Consumer Law set out in Schedule Two of the Competition and Consumer Act 2010 (Cth).
- Content includes statistics, data, editorial, copy, pictures, videos, text, graphics, information, fonts, layouts and hyperlinks that we use to provide the Fantasy Goods & Services and includes any Intellectual Property Rights in those things.
- Fantasy Goods and Services subscription refers to one of the following subscription services:
  - "Insider Season Pass"
  - "Stats Plus Upgrade"
  - "Features Plus Upgrade"
  - "Stats Plus & Features Plus"
- "Insider Season Pass" refers to the subscription available to individuals which includes
  - FanFooty Draft Kit

- Projected stats and scores
- Player News and Team Stream
- Matchup projections
- Trends and insights
- Additional Teams
- “Stats Plus Upgrade” refers to the subscription available to League Commissioners for \$29.95 which gives access to
  - Premium Scoring Stats
  - Matchup Projections
- “Features Plus Upgrade” refers to the subscription available to League Commissioners for \$39.95 which gives access to
  - Custom Finals System
  - Record Book
  - Custom Player Positions
  - League Polls
  - Prize and Payment Tracker
  - Custom League Fixture
  - Edit Match Results
  - Advanced League Manager Tools
- “Stats Plus & Features Plus” refers to the subscription available to League Commissioners for \$59.95 which gives access to all of the above mentioned “Stats Plus Upgrade” features and “Features Plus Upgrade” features.
- Game means the game or games currently called “Ultimate Footy” and located on the Website <https://www.ultimatefooty.com.au/>
- Game Expiry Date means the date on which the Game Term ends.
- Game Providers are the entities who provide the Game.
- Game Rules means any applicable terms and conditions agreed to between you and a Game Provider concerning your participation in the Game.
- Game Section means the section of the Website visible to you when you subscribe and then subsequently log into the Game.
- Game Subscriber means a registered user of the Game who has successfully completed the subscription application process provided for



in the Game's terms and conditions found at 1 – Ultimate Footy Draft Game

- Game Term means between 12:01am AEDT on 12 February 2020 and 11:59pm AEST on 24 August 2020.
- Intellectual Property Rights means any and all rights in respect of or in connection with any confidential information, copyright (including future copyright and rights in the nature of or analogous to copyright), inventions (including patents), designs or trade-marks throughout the world, whether such rights are afforded protection by a system of registration or not, and includes all rights to apply for registration of such rights where applicable.
- League means the Draft league set up by a Game Subscriber, which other Game Subscribers may be invited to and join.
- Permitted Use means you viewing and evaluating the Content and using any applications forming part of the Fantasy Goods & Services to assist you making decisions regarding the Game and assist you in playing the Game.
- Subscription Date means the date that your application to subscribe to Fantasy Goods and Services subscription is approved and accepted by us.
- Subscription Section means the pages on the Website, where the subscription packages for the Fantasy Goods and Services subscription are located.
- “We”, “us”, “our” or “FanHub” means FanHub Media Direct Pty Limited.
- Website means the website currently located at <https://www.ultimatefooty.com.au/>

## 15. Overview

- These Terms apply to your subscription for, access to and/or utilization of the Fantasy Goods and Services subscription as provided by us.
- These Terms prevail over any other inconsistent terms in other FanHub documents.
- You are taken to have accepted these Terms by subscribing to the Fantasy Goods and Services subscription, making any payment or performing any of these Terms.

## 16. Fantasy Goods & Services

- Fantasy Goods and Services subscription may only be accessed and used by Game Subscribers who have:
  - submitted to us the subscription or payment application currently located at the Subscriptions Section; and
  - been approved by us.
- You acknowledge and agree that:
  - we reserve the right to accept your application to use the Fantasy Goods and Services subscription at our sole discretion;
  - the Fantasy Goods and Services subscription and the Content may vary from time to time;
- You warrant that:
  - by subscribing to use and / or purchase Fantasy Goods and Services subscription you are a Game Subscriber;
  - your use of the Fantasy Goods and Services subscription is solely for personal, household or domestic use and not for sub-licensing, resale or any other purpose.
  - you will keep your password and account details secure.
- You undertake to only access and utilise the Fantasy Goods and Services subscription for the Permitted Use and not for any other purpose or reason and, without limiting the above, you will not:
  - make duplicates or copies, electronic, printed or otherwise, of the Content for any other purpose or use;
  - provide any of the Fantasy Goods and Services subscription by electronic, printed or other means to any person or otherwise communicate or distribute any of the Content to others;
  - distribute, reproduce or display any Content on any electronic network, printed literature, website or otherwise, including without limitation the internet;
  - corrupt, update, alter or change any part of the Content; or

- produce or create any derivative works or content based on the Content or the Fantasy Goods and Services subscription

## 17. Duration

Unless stated otherwise in these Terms, our responsibilities to provide the Fantasy Goods and Services subscription commence on the Subscription Date and will expire upon the earlier of:

- The date your subscription is cancelled in accordance with these Terms;  
or
- The Game Expiry Date.

## 18. Free Trials

We may offer, from time to time, in part or in whole, and at our sole discretion, free trials of the Fantasy Goods and Services subscription. If we offer a free trial:

- we will make the Fantasy Goods and Services subscription, in part or in whole, at our sole discretion, accessible and attainable to you during the free trial period (as specified in the Subscription Sections).
- you will be restricted to a maximum of one free trial of the Fantasy Goods and Services subscription unless otherwise specified by us.
- You acknowledge that we are under no obligation make access to any or all components of the Fantasy Goods and Services subscription available during any such free trial and for the avoidance of any doubt, certain features will not be available in the Free Trial, as communicated via the Website from time to time

## 19. Purchases, Subscription Charges and Payment

- Fantasy Goods and Services subscription
  - you may subscribe for the Fantasy Goods and Services subscription on a season long basis only (or other term as may be otherwise provided by us) in accordance with these Terms.

- The subscription charges payable by you for access to and viewing of the Fantasy Goods and Services subscription are detailed in the Subscription Sections;
  - Subscription charges will be made to your chosen payment method.
- Season Subscriptions
  - Season subscription charges will be charged on the Subscription Date.
  - Season and/or monthly subscriptions are only available during the Game Term, as specified in the Subscription Sections.
- Purchases
  - Purchases will be on a one off basis and will not incur any repeat payments.
  - Delivery of purchases will be made within one month of the completion of the relevant League.

## 20. Suspension

If any subscription charges are not paid by the due date (including being rejected by your credit card issuer or other payment provider) we may, at our sole discretion, suspend your ability to access and use the Fantasy Insider Services until the relevant subscription charges are paid in full.

## 21. Cancellation By and Refunds to You

- Fantasy Insider Services
  - As a season subscriber you may only cancel your season subscription during the 7 days following the Subscription Date. You may cancel your subscription by emailing us as [support@fanhubmedia.com](mailto:support@fanhubmedia.com) . If you decide to cancel your season subscription during this 7 day cancellation period, we may immediately cancel your access to the Fantasy Insider Services. Within 30 business days of receiving your notice of cancellation we will refund to you the pro rata balance of the season subscription charges paid by you.

- You acknowledge that you may not cancel season subscription once the 7 day cancellation period specified above has expired.

## **22. Cancellation By Us**

- In the following circumstances we may immediately stop your access to the Fantasy Goods & Services and any subscription charges will not be refunded:
  - Your rights to be a registered user are terminated in the Game due to a breach of the Game Rules or other applicable terms and conditions by you;
  - You violate any material provision of these Terms;
- In the following circumstances your access to the Fantasy Goods & Services will cease and we will refund to you all subscription charges and payments on a pro-rata basis
  - The Game is cancelled or otherwise ceases to operate for reasons beyond our control; or
  - The Game is cancelled or otherwise ceases to operate at our sole discretion.

## **23. Payment Method Details**

Any mode of payment including credit card, debit card, online payment method or other similar details you provide to us for the purpose of subscribing to the Game will be stored and used by us for the purpose of processing your payments of the subscription charges. You acknowledge that we may provide your credit card, debit card, online payment method and other similar details to any other party we appoint to process credit card or electronic payments for us. We will use our best endeavours to ensure your details are kept secure.

## **24. Intellectual Property**

- The Content contains intellectual property including trade marks, confidential information and copyright, together with any goodwill or reputation and Intellectual Property Rights subsisting in those things.

- You acknowledge and agree that:
  - we own all Content or it is licenced to us by third parties and unless permitted by law, you must not copy, reproduce, transmit, display or otherwise distribute it in whole or in part without our prior written consent.
  - your use of ,and access to the Content does not assign any rights in those things
  - upon creation, all rights (including any Intellectual Property Rights) in any developments or improvements to the Content automatically vest in us and you hereby assign any rights in those improvements to us.

## **25. Guarantees and Warranties**

- We acknowledge that where the supply of the Fantasy Goods & Services are “consumer” supplies, under applicable State, Territory and Commonwealth law(s) (including, without limitation, the Competition and Consumer Act 2010 (Cth)) certain statutory express and implied guarantees and warranties will be implied into this Agreement (Non-Excluded Guarantees).
- You acknowledge that nothing in these Terms purport to modify or exclude the Non-Excluded Guarantees.
- In addition to the Non-Excluded Guarantees, we hereby agree that the Fantasy Goods & Services will be provided:
  - in compliance with any applicable laws;
  - to the same standard to which a prudent and experienced provider would normally provide the Fantasy Goods & Services ;
  - diligently, competently, with care and skill and in a proper and professional manner; and
- Except and only to the extent that these guarantees or warranties are inconsistent with Non-Excluded Guarantees, we do not and cannot provide any guarantees or warranties that:

- the information associated with the provision of the Fantasy Goods & Services will be entirely accurate or correct, dependable or appropriate for any particular purpose; or
- your use of the Fantasy Goods & Services will ensure any scores, performance, results or other similar events based on the Game's predictions or estimations or that any such predictions or estimations will be accurate or correct; and
- the Fantasy Goods & Services will be free of outages, interruptions or other similar issues; or
- the Fantasy Goods & Services and Content will be compatible with any computer software, computer hardware, internet browser, mobile device or other devices, or any other technology;
- You warrant and represent to us that any and all:
  - information submitted by you to us in your application for subscription or as otherwise provided is complete, true and accurate at the time of submission; and
  - credit card, debit card or other payment method details you provide to us are correlated to a card issued to you or payment method that you are authorised to use for the subscription fees.

## 26. Liability

- Subject to this clause and so far as may be permitted by law, the liability of related parties, employees and/or agents for a failure (other than a major failure) to comply with a Non-Excluded Guarantee, shall be limited to, at FanHub's option:
  - Refund of any fees paid; or
  - Subject to the Game still being available, free access to the Fantasy Goods & Services during the same calendar year, for a period of time equal to the loss suffered during that calendar year,

- Subject to this clause 13 and so far as may be permitted by law, if a failure of FanHub to comply with the Non-Excluded Guarantees cannot be remedied or is a major failure, your right to recover damages is limited to the reasonably foreseeable loss or damage suffered as a result of that failure. However, FanHub is not liable for loss or damage that results from a failure of FanHub or the Game Provider to comply with the Non-Excluded Guarantees if that failure was caused independent of human control.
- In circumstances where the Non-Excluded Guarantees do not apply, FanHub, its employees and/or agents shall not be liable for any loss or damage (including any consequential loss or damage, which includes, without limitation, loss of profits and loss of revenue) of any kind whatsoever, even if due to the negligence of FanHub, its employees and/or agents or the Provider.
- Subject to this clause 13, you acknowledge that:
  - the Fantasy Insider Services are statistics, data, information and analysis services which attempt to predict future events and performances of athletes and by their very nature are unpredictable; and
  - given the unpredictable nature of the Game and multiple variables involved in the Game, you cannot depend on the effectiveness, relevance, completeness or accuracy of the Fantasy Insider Services or Content and you should perform your own enquiries and undertake your own independent research and analysis before playing the Game or making decisions in regards to the Game.

## **27. Privacy**

Periodically we collect certain required personal information (as defined in the Privacy Act 1988 (Cth)) from you, which you provide to us when applying for, subscribing for and/or accessing the Fantasy Goods & Services. We may use such personal information to allow us to provide the Fantasy Goods & Services to you, to communicate changes to the services with you and to provide information to you about other products or services you might be interested in, unless you inform us in



writing that you do not want this information. In managing your personal information, we will comply with the Privacy Act 1988 (Cth). We will only disclose personal information about you to a third party when required to by law. Given Subscriptions are only available to Game Subscribers, our compliance with privacy legislation is set out in the separate Privacy Policy which can be requested by contacting [dpo@fanhubmedia.com](mailto:dpo@fanhubmedia.com) which governs the Game. You (and your parent or legal guardian if you are under 18 years of age) acknowledge, understand and agree that the Game Provider may use and disclose the information provided by you to FanHub, and to the Game Provider by FanHub on the terms and for the purposes (including marketing) set out in the Game Provider's Privacy Statement, as if you were a customer of the Game Provider. You (and your parent or legal guardian if you are under 18 years of age) agree that the Game Provider can continue to contact you even after the Game ends. If you would like to access or correct the personal information that the Game Provider holds about you, or if the Game Subscriber does not wish the information to be disclosed, you should advise the Game Provider by emailing [support@fanhubmedia.com](mailto:support@fanhubmedia.com).

## **28. GST**

All prices are quoted inclusive of GST. The GST imposed on any supply made by the us to you pursuant to these Terms (the GST Amount), must be paid by you, in addition to any amount payable, and any non-cash consideration provided, for that supply (without any deduction or set-off) by you under any other clause in these Terms). Any GST Amount payable is payable upon demand by us whether such demand is by means of any invoice or otherwise. If any part of the purchase price is referable to both a taxable supply (as defined in the GST law) and anything that is not a taxable supply, the apportionment of the purchase price between those supplies shall be determined by us, and GST applied accordingly.

## **29. Force Majeure**

We will not be liable for any failure to perform or delay in performing any obligation under these Terms insofar as the failure or delay is caused by an event beyond our reasonable control, including but not limited to riot, labour dispute, terrorism, revolution, criminal act, acts of restraint of government or regulatory authorities,

flood, earthquake, fire or any other type of natural disaster, failure of computer equipment, ongoing telecommunications or internet outage or failure or delay of statistical feeds or sources of content from which data required to produce the Fantasy Goods & Services are derived.

## **30. General Provisions**

The above Terms form the entire and complete agreement between us and you in regards to the Fantasy Goods & Services and override all previous agreements and understandings. No variation to these Terms will be applicable unless agreed in writing by you and us. If any clause within these Terms is held to be unenforceable or invalid by any court of applicable jurisdiction, all and any remaining provisions will remain intact and unaffected and continue to be carried out according to the original purpose and intent. These Terms are governed by the laws of the State of Victoria, Australia, and each party agrees that any dispute arising out of these Terms will be dealt with in the courts of the State of Victoria.