

**TRADE PROMOTION: GAME OF SKILL
SCHEDULE TO TERMS OF ENTRY**

NAME OF PROMOTION: FIVEaa Footy Tipping 2019 Competition

PROMOTER:

The Promoter of the competition is Festival City Broadcasters Pty Ltd (ACN 007 767 768) of Level 3, 75 Hindmarsh Square, Adelaide SA 5000

The Administrator of the promotion is Footy Tipping Software Pty Ltd of 10A Orrong Road, Elsternwick, Victoria, 3185, ABN 13 076 086 314.

STATION AND STATION WEBSITE:

FIVEaa (www.fiveaa.com.au) and The FIVEaa Footy Tipping Mobile App (FIVEaa AFL Tips)

RELEVANT STATES:

Entry is open to residents of Australia.

Entry into the competition and eligibility to win a prize in this competition is restricted to residents of South Australia only.

DEFINITIONS: In these Terms and Conditions of Entry the following words and meanings (unless specified by the promoter in its sole and absolute discretion), applied in addition set out by the promoter:

"Cumulative Margin" means, in respect of an Entrant, the sum of the Margin Differences for all Rounds as at a particular date.

"Draw" means an even score at the conclusion of a Match.

"Entrant" means a person who is eligible to participate in and has submitted an entry into this Promotion in accordance with these Terms and Conditions.

"Leaderboard" means the Promotion's overall ladder of Entrants Ranking.

"Margin Difference" in respect of a Margin Game means, for an Entrant that:

- (a) has correctly tipped a winning team, the difference between the margin nominated by the Entrant for that Match and the actual margin for that Match;
- (b) has tipped the losing team, the aggregate of the margin nominated by the Entrant for that Match and the actual margin for that Match (e.g. if entrant nominates a margin of 14, and their tipped team loses by 20 points, their 'Margin Difference' for the Match will be 34); and
- (c) has not submitted a tip for that Margin Game, the average margin for all Entrants for that Margin Game (rounded up) as determined by the Promoter.

"Margin Game" means the first Match of each Round in the Season as determined by the Promoter.

"Match" means a single game of AFL Football, which is conducted during the Season;

"Ranking" means where an Entrant ranks or is placed overall in the Promotion.

"Round" means one of the 23 rounds consisting of Matches conducted during the Home and Away Season.

"Home and Away Season" means the 23 home and away rounds of Matches in the Season.

"Season" means the 2019 Toyota AFL Premiership Season.

"Score" means the number of points allocated to an Entrant for the correct tipping of winning teams in each Round in accordance with these Terms.

'Web Site' means the Web Site of the Promoter at www.FIVEaa.com.au accessible on the Internet through the World Wide Web or via mobile internet enabled devices.

ENTRY RESTRICTIONS

Entrants must be 18 years or over.

Entrants must provide a nominated valid Australian bank account as requested by the Promoter, in the event that the entrant is the Major Winner.

Employees of the Promoter and its agencies associated with this Promotion and their immediate families are ineligible to enter.

Non-Australian residents will not be eligible for prizes.

Entry into the Promotion is free. An individual may only be eligible for prizes if they registered as an Entrant once and therefore may only place one set of tips per Round in the 2019 Toyota AFL Premiership Season. The Promoter reserves the right, in its sole discretion, to verify the identity of the Entrant. If the individual is found to have registered more than once as an Entrant, the Promoter reserves the right to refuse to grant prize.

PROMOTIONAL PERIOD

The Promotion will be open from 06:00am (ACDST) on Friday 1st March 2019 and will continue until the starting time of the last match of the Season, which will be no later than 11:59pm (ACST) on

Sunday 25th August 2019 ("Promotion Period"). All times in these Terms and Conditions are expressed as the local time in South Australia.

ENTRY METHOD

To register for the Promotion, Entrants must either:

- (a) register their details via the on-line registration form located on the www.FIVEaa.com.au page and provide all required information; or
- (b) register their details via the FIVEaa Tipping Mobile App ("App") and provide all required information.

An Entrant may only register as an individual and then may participate in the FIVEaa Tipping App.

Entrants will have the opportunity, in respect of each Match in each Round of the Season, to tip by:

- (c) selecting a team that the Entrant expects will win the Match (a Draw cannot be selected); and

- (d) submitting those selections via www.FIVEaa.com.au or the FIVEaa Tipping Mobile App (selections for each Match must be submitted 10 minutes before the scheduled start time of the relevant Match). Each Entrant can only provide one set of tips and those tips can apply to any Comp the entrant is involved in.

An Entrant may make or change a tip for a given Match, 10 minutes prior to the scheduled starting time of that Match (as part of the Season), subject to these Terms and conditions.

Entrants will have the opportunity, in respect of the first Match in each Round of the Season, to tip by selecting the team that the Entrant expects to win and also including the margin by which they expect that their selected team's score will beat the opponent team's score for the Margin Game. If the team the Entrant tips scores greater than or equal to the opposition score, their tip is considered successful.

FAILURE TO TIP

If an Entrant:

- (a) does not submit a tip for a given Match in a Round, then the Entrant's tip for that Match will be deemed to be for the team determined, in the Promoter's sole discretion, to be the "away team"; or
- (b) does not submit a tip for Matches in an entire Round, the Entrant's tips for that Round will be deemed to be those of the teams determined, in the Promoter's sole discretion, to be the "away teams" up to a maximum of five correct tips for that Round with a default predicted winning margin of 49.
- (c) enters the Promotion after the commencement of the first Round of the Season, then the Entrant's tips for those Matches that have been completed will be deemed to be those of the teams determined to be the "away teams" to a maximum of five correct tips for each such Round.

SCORING

Subject to the rules relating to failure to tip. Entrants will be allocated one point for each correctly selected winning team for a Match.

In the event of a Match in a given Round being drawn, cancelled, abandoned, not completed or not played for any reason and the AFL does not officially declare a result within one (1) day of the original scheduled date of the Match, it is treated as a win for both teams competing in that Match.

Participants cannot select a Draw as a possible outcome. A Draw is treated as a win for all Entrants regardless of which team they selected or were allocated by the competition's default tips.

OVERALL RANKING

Throughout the Season, the Promoter will maintain a leaderboard which ranks the Entrants from highest to lowest based on their Scores. To determine the Ranking of two or more Entrants that have an equal Score, the Entrant with the lower Cumulative Margin will rank higher than other Entrants with corresponding equal Scores.

WEEKLY PRIZE

There is up to one (1) weekly prize to be won, as follows:

Weekly Prize: One (1) x Sip'n'Save Voucher, valued at \$100 (incl. GST) (AUD)

The Entrant with the highest Score for each respective Round (during the Season) will be the winner of the Weekly Prize for that Round. Each winner's name will be published

at www.FIVEaa.com.au within seven (7) days of the end of the respective Round (during the Season).

If there are two or more Entrants with equal highest Score for a Round, then the Weekly Prize for that Round will be awarded to the tied Entrant with the lowest Margin Difference for the Margin Game of that Round. In the event that there is still a tie after taking into consideration the Margin Difference,

the winner will be the Entrant (from those remaining tied Entrants) who first submitted their last tip for that Round of the Season. Where an Entrant fails to submit a tip for a Match, the timing of the tip for that Entrant will be the published start time of that relevant Match.

The winner of each Weekly Prize will be determined at FIVEaa (Level 3, 75 Hindmarsh Square, Adelaide SA 5000) in its sole and absolute discretion by 17:00pm (ACDT/ACST as applicable) on every Tuesday following the round.

An Entrant that has won a Weekly Prize for a previous Round of the Season will not be eligible to win another Weekly Prize.

If an Entrant does not enter all tips for a round, then they cannot qualify for the weekly prize.

Weekly Prize must be claimed within three months of being notified.

Vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher.

The total value of the Weekly Prize pool is up to \$2,300 AUD (inc GST) based on one winner per week for 23 Rounds.

Prizes will be available for collection by the winner from the Promoter's premises. The Promoter will contact the winner to notify them when their prize is ready for collection from the Promoter's premises, or to arrange for the prize to be collected from an alternative location as specified by the Promoter (in the Promoter's sole and absolute discretion).

Prizes must be taken as offered and cannot be varied. No prize is transferable or exchangeable, nor can it be redeemed for cash (unless otherwise indicated). In the event for any reason a winner does not take an element of any 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 supplied for that element of the prize. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter.

MAJOR PRIZE

There is up to one (1) Major prize to be won, as follows:

Major Prize: one (1) x cash prize of \$5,000AUD (Inc GST)

The winner of the Major Prize will be determined at FIVEaa (Level 3, 75 Hindmarsh Square, Adelaide SA 5000) in its sole and absolute discretion by 17:00pm (ACST) on Tuesday 27th August, 2019.

The Major Prize winner will be contacted by telephone within 2 days of the date of being judged a winner, and their name will be published on www.FIVEaa.com.au by 17:00pm (ACST) on Friday 30th August, 2019.

The total prize pool for this promotion is valued at up to \$7,300 (inc GST). All prices and values in these Terms are stated in Australian dollars and are inclusive of GST.

Entrants must provide a nominated valid Australian bank account as requested by the Promoter, in the event that the entrant is the major winner.

GENERAL

The Promoter reserves the right, at any time, to verify the validity of entries/tips/registrations and 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 or who tampers with the entry/registration/tipping process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those right.

If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole and absolute discretion, to determine the identity of the Entrant.

If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.

Judging of all prizes will be conducted by a representative of the Promoter.

The Promoter's decision for all prizes in this Promotion is final and binding and no correspondence will be entered into.

Incomplete, indecipherable and incorrect entries/registrations/tips or entries/registrations/tips 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.

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. The Promoter reserves the right to verify the validity of any and all entries. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this promotion by,

any person who: (a) tampers with or benefits from any tampering with the entry process or with the operation of the promotion; (b) acts in violation of these Terms and Conditions; (c) acts in a disruptive manner; (d) acts with the intent to annoy, abuse, threaten or harass any other person; or (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

The Promoter accepts no responsibility for any entries, registrations or tips not received for any reason during the Promotion. Registrations, entries and tips will be deemed to be accepted at the time of receipt and not at the time of transmission. No responsibility will be taken for lost, late or misdirected registrations, tips or 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.

Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. Entrants consent to the Promoter and Administrator publishing the Entrant's registered nickname on the Website and App for the purposes of administering this Promotion.

By participating in this Promotion, the Eligible Entrant agrees and acknowledges that:

- (a) they may be contacted by the Promoter to provide comments about the Promotion and the Promoter (or an agent of the Promoter) may take photos of them;
- (b) 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;
- (c) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;

Any cost associated with participating in the Promotion and/or accessing www.FIVEaa.com.au or the FIVEaa Footy Tipping Mobile App is the Entrant's responsibility and is dependent on the Internet service provider used.

The Promoter may email the results for each round to each participant and email reminder messages to the participant to lodge tips before cut off times. The promoter will not be held responsible for any emails that are not delivered to any participant. Participant should not rely on any reminders from the promoter.

The promoter reserves the right to update terms and conditions from time to time. Changes will be posted on the website. Individual notice of such changes shall not be given but such changes will be recorded on the competition website. By continuing to participate in the Promotion you agree to such changes.

Tips can only be entered into the competition through www.FIVEaa.com.au or the FIVEaa Footy Tipping Mobile App. The promoter takes no responsibility for your inability to access the competition website.

The promoter takes no responsibility for unauthorized access to any participant's tipping by any means, including where passwords have been revealed to third parties. The promoter will not be liable for any delays or failure to perform its obligations if such a failure or delay is due to force majeure. Entrants can only register in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to enter and participate in the promotion and all entries of an entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the sole discretion of the Promoter, be deemed invalid. The Promoter may require the winner/s to provide (within the requested time) identification as requested by the Promoter including (without limitation) proof of identity, proof of age and proof of residency (to the Promoter's satisfaction, at its sole discretion) in order to confirm the entrant's identity, age, residential address, eligibility to enter, participate and claim a prize, and any information submitted by the entrant in entering and participating in the promotion, before issuing the prize (including confirming consent of an entrant's parent or legal guardian and the name, age and address of the parent or legal guardian that gave their consent, where an entrant is under 18 years of age). Identification considered suitable for verification is at the Promoter's discretion. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entrant has not been verified or validated to the Promoter's satisfaction, then any and all entries of that entrant will be ineligible and deemed invalid.

Prizes and participation in this promotion is subject to any conditions imposed by the supplier or organiser of the prize, as applicable.

If any prize is not claimed by the prize claim date and time specified by the Promoter, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to award the relevant prize/s to the next best valid entry or entries (as applicable).

The Promoter collects and stores Personal Information about an entrant on its databases to include the entrant in a promotion and, where appropriate, award prizes. If the Personal Information requested is not provided, the entrant cannot enter the promotion and is deemed ineligible. The Promoter may disclose entrant's personal information to its Australian related companies, promotional partners, contractors and agents to assist in conducting this promotion or communicating with entrants. An entrant also agrees that the Promoter may, in the event the entrant is a winner, publish or cause to be published the entrant's name and locality in any media. An entrant can gain access to, update or correct any Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the Promoter's address as stated in the Schedule. All Personal Information will be stored at the office of the Promoter or by its data storage providers. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be accessed on the Promoter's website at www.novaentertainment.com.au/privacy.

The Promoter will provide to the entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the Privacy Act 1988 (Cth) as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth). By entering and participating in the promotion in the manner required, entrants agree to the collection and disclosure of their Personal Information in accordance with the collection statement.

By entering this promotion, an entrant also acknowledges that a further primary purpose for collection of the entrant's Personal Information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the entrant in the future with direct marketing materials, including information on special offers or to advise the entrant of the Promoter's other programs, products, services, events or activities that the Promoter believes the entrant may be interested in, via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with trusted third parties who may contact the entrant with special offers in this way where the entrant has provided their consent at the time of entry. By registering in the promotion, an entrant acknowledges and agrees that the Promoter may use the entrant's Personal Information in the manner set out in this condition. An Entrant that has won a Weekly Prize for the 2019 Toyota AFL Premiership Season will be eligible to win the Major Prize.

The promoter reserves the right to accept or reject any registrations, at its discretion.