

## Optus & WAFL TikTok Competition Terms & Conditions ("Conditions of Entry")

Schedule														
<b>Promotion:</b>	Optus & WAFL TikTok Competition													
<b>Promoters:</b>	<ul style="list-style-type: none"> <li>West Australian Football Commission Inc ABN 51 167 923 136, 105 Banksia St, Tuart Hill, WA 6060, Australia. Ph: (08) 9381 5599; and</li> <li>Optus Administration Pty Ltd ABN 79 055 136 804, 1 Lyonpark Road, Macquarie Park, NSW 2113, Australia. Ph: (02) 8082 7800.</li> </ul>													
<b>Promotional Period:</b>	<b>Start date:</b> 18/06/20 <b>End date:</b> 26/06/20 at 11:59 pm AWST													
<b>Eligible entrants:</b>	<p>Entry is only open to WA residents who are 13 years and over and members of a local Western Australia - Australian Rules Football Club only. A parent or legal guardian of any aforementioned person under the age of 18 may also enter on the child's behalf. Entrants under the age of 18 must have parent or legal guardian approval to enter.</p> <p>If a winner is not affiliated to a local Western Australia based Australian Rules Football Club, another winner will be selected.</p>													
<b>How to Enter:</b>	<p>To enter the Promotion, the entrant must, during the Promotional Period, post a video of themselves completing Optus' #yeahweback dance challenge to the #yeahweback Optus TikTok challenge page using both hashtags: #yeahweback and #wafooty</p> <p>Entrants have the option to share their TikTok video on Instagram (tagging #yeahweback and @wafooty) to increase their chance of winning. Likes and share across TikTok and Instagram will be combined in order to determine the winner (1).</p> <p>For entries to be deemed valid, the entrant's profile privacy settings need to allow for the WAFC and other relevant parties to see the TikTok and/or Instagram video posted and be able to make contact with you.</p>													
<b>Entries permitted:</b>	Entrants may enter multiple times provided each entry is submitted separately in accordance with the entry instructions above. Each entry submitted by an entrant must contain a different video. By completing the entry method, the entrant will receive one (1) entry.													
<b>Total Prize Pool:</b>	AUD \$500.00													
<b>Winner Determination:</b>	The winner (1) will be selected by the Promoters jointly as the entry with the most likes and shares on TikTok and Instagram (combined total). In the event of a tie for the prize, the Promoters will judge each tied entry based on creative merit to determine one (1) winner only.													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">Prize Description</th> <th style="width: 10%;">Number of this prize</th> <th style="width: 15%;">Value (per prize)</th> <th style="width: 10%;">Winning Method</th> <th style="width: 30%;">Conditions</th> </tr> </thead> <tbody> <tr> <td>The prize is \$500.00 paid by direct deposit to the winner's respective WA football club bank account.</td> <td style="text-align: center;">1</td> <td style="text-align: center;">AUD\$500.00</td> <td style="text-align: center;">Judging</td> <td>The winner must provide their WA football club bank account details to the Promoters in order for the prize to be awarded.</td> </tr> </tbody> </table>					Prize Description	Number of this prize	Value (per prize)	Winning Method	Conditions	The prize is \$500.00 paid by direct deposit to the winner's respective WA football club bank account.	1	AUD\$500.00	Judging	The winner must provide their WA football club bank account details to the Promoters in order for the prize to be awarded.
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<b>Winner notification:</b>	The winner will be contacted by the West Australian Football Commission (WAFC) on either TikTok or Instagram within fourteen (14) days of the judging.													
<b>Unclaimed Prizes:</b>	In the event of an unclaimed prize, the Promoters may at their discretion assign the prize to the entry judged the next best entry, conduct a further judging to award the prize, or withdraw the prize unawarded. The Promoters are under no obligation to award any unclaimed prize.													

- The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries are deemed to be received at the time of receipt by the Promoters and not at the time of transmission or deposit by the entrant. Records of the Promoters and its agencies are final and conclusive as to the time of receipt.
3. Valid and eligible entries will be accepted during the Promotional Period.
4. Employees (and the immediate family members) of agencies/companies directly associated with the conduct of this Promotion, the Promoters, their distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. If a prize is won by a person under the age of 18, the prize may be awarded to the winner's parent or guardian and where applicable to the prize a nominated parent/guardian must accompany any person under 18 years of age.
6. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant.
7. The winner will be determined by skill. Chance plays no part in determining the winner. The judges' decision is final, and binding and no correspondence will be entered into.
8. All reasonable attempts will be made to contact each winner.
9. If any winner chooses not to take their prize (or is unable to) or does not take or claim a prize by the time specified by the Promoters, or is unavailable, they forfeit the prize and the Promoters are not obliged to substitute the prize.
10. Entry and continued participation in the Promotion is dependent on the entrant following and acting in accordance with the Instagram Terms of Use, (<http://instagram.com/legal/terms/>) and TikTok terms of service (<https://www.tiktok.com/legal/terms-of-use?lang=en>). Any questions or comments regarding the Promotion must be directed to the Promoters, not to TikTok and Instagram. The entrant releases TikTok and Instagram and their associated companies from all liabilities arising in respect of the Promotion. Entrants acknowledge that the Promotion is in no way sponsored, endorsed or administered by, or associated with TikTok and Instagram.
11. No part of a prize is exchangeable, redeemable for cash or any other prize or transferable, unless otherwise specified in writing by the Promoters.
12. If a prize (or portion of a prize) is unavailable the Promoters reserve the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and/or specification.
13. No entry fee is charged by the Promoters to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.
14. If there is a dispute as to the identity of an entrant or winner, the Promoters reserve the right, in their sole discretion, to determine the identity of the entrant or winner.
15. Entrants' personal information will be provided by TikTok to the Promoters for the purposes of conducting this Promotion only. The winner's personal information will be stored on the Promoters' databases (however, all other entrants' personal information will not be stored by the Promoters). The Promoters are bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and their respective privacy policy which is located at [http://www.wafootball.com.au/privacy-policy \(for WAFC\) and http://www.optus.com.au/about/legal/privacy \(for Optus\)](http://www.wafootball.com.au/privacy-policy%20(for%20WAFC)%20and%20http://www.optus.com.au/about/legal/privacy%20(for%20Optus)). Each Promoter's privacy policy contains information about how the winner may access, update and seek correction of the personal information the respective Promoter holds about them and how the winner may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoters collect personal information about the winner to enable them to participate in this Promotion and may disclose the winner's personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the winner does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from the winner will not be disclosed to any entity located outside of Australia.
16. The Promoters reserve the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoters determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to

be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner (or their parent or legal guardian if under the age of 18) may be required to sign a legal release as determined by the Promoters in their absolute discretion, prior to receiving the prize. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.

17. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoters accept no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
18. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
19. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoters, the Promoters may in their sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize.
20. The Promoters reserve the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). If a winner cannot provide suitable proof as required by the Promoters to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoters' discretion be deemed invalid and not eligible to win. 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 use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
21. All material submitted on entry (e.g. photo(s), image(s), drawing(s), comment(s), sound/video recording(s) and answer(s) to a promotional question) must NOT: (a) be in breach of any laws, regulations and rights, e.g. any laws regarding intellectual property (copyright, trademarks, etc), defamation and privacy; (b) be defamatory, obscene, derogatory, pornographic, sexually inappropriate, contain nudity, aggressive, violent, abusive, harassing, threatening, objectionable or discriminate/vilify any section of the community with respect to race, ethnicity, nationality, religion, origin, sexual preference, mental illness, disability or gender or unsuitable for publication; or (c) contain viruses. Entrants warrant that they own or have the right to license the copyright in any entry submitted by them into this Promotion, for the purposes of this Promotion, that no rights have been granted to any third party in respect of any such entry which would prevent the entry being used as contemplated by this Promotion, and that the use by the Promoters of any such entry will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, intellectual property and defamation). Entrants must obtain prior consent from any person or from the owner(s) of any property that appears in their entry. By entering, all entrants license and grant the Promoters, their affiliates and sub-licensees an exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (including any portion of their entry) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. Entrants further agree, upon request by the Promoters, to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoters and to sign any legal documentation to confirm such assignment. Entrants agree that their entry is their original work and does not infringe the rights of third parties, or that they have obtained full prior consent from any person who has jointly created or has any rights in the aforementioned material. Entrants consent to any use of their entry that may otherwise infringe their moral rights. Entrants are responsible for all entries they submit on entry. The Promoters will not be liable for any entries, to the extent permitted by law. The Promoters reserves the right to remove, request removal or decline to publish any entry or portion of an entry for any reason whatsoever, including if in breach of these Terms and Conditions. The Promoters will have no liability to entrants if it exercises this right and entrants must comply with any request made by the Promoters pursuant to this paragraph. The entrant warrants and represents that any material sent or provided by the entrant to the

Promoters will not infringe any copyright, trademarks or other intellectual property rights of any third party (including moral rights) and that the entrant has all rights to use the materials and has obtained all necessary consents to comply with any relevant privacy and/or confidentiality requirements. Entrants agree to indemnify the Promoters for any breach of the Terms and Conditions including this clause.

22. The Promoters reserve the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If there is a dispute concerning the conduct of the Promotion, the decision of the Promoters is final and binding on each entrant and no correspondence will be entered into.
23. The Promoters and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
24. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoters may use any such marketing and editorial material without further reference or compensation to them.
25. The Promoters accept no responsibility for any tax implications and the entrant must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
26. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of these rights.