

Australian Olympic Team Have a Go Promotion

1. The Australian Olympic Committee Incorporated (ABN 33 052 258 241) (**the Promoter**) is running an online 'Have a Go' promotion by email and on its social media accounts, including its Facebook, LinkedIn, Instagram and Twitter pages (**Platform(s)**), where entrants can win one of the two (2) Major Prizes supplied by ASICS Oceania Pty Ltd (**ASICS**) (the **Promotion**)
2. These Terms and Conditions constitute your agreement with the Promoter in relation to your participation in the Promotion. By entering this Promotion, entrants agree to be bound by these Terms and Conditions which may be amended from time to time. Entries must comply with these Terms and Conditions to be valid.
3. Entry by an entrant's social media account (including, Facebook, LinkedIn, Instagram and Twitter) is only open to Australian residents who are over the age of 13. However, entry by email is open Australian residents of all ages, so long as parental or guardian consent has been obtained if the entrant is under the age of 13.
4. Employees, directors, officers, contractors and management (and their immediate family) of the Promoter and its agencies, associated companies, retailers and suppliers associated with this Promotion are ineligible to enter. Immediate family 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, whether or not they live in the same household as the employee, director, officer, contractor or management
5. By entering the Promotion, entrants agree to release the Platforms from any and all claims and demands arising out of, or in connection with, participation in the Promotion or with any of the prizes offered. Entrants agree to any rules or guidelines stipulated by the Platform relating to the use of the Platform and his or her participation in any promotion or similar.
6. The Promotion will run on a daily basis for each day from 23 July 2021 until 8 August 2021 inclusive (the **Promotional Period**). Each day will commence at 12.01am AEST and closes at 11.59pm AEST.

How to Enter

7. To enter, either post a photo or video of your Have A Go on one or more Platforms using the hashtag #HaveAGo and #ASICSBEMoved and tagging @AUSOlympicTeam and @ASICSAustralia, or email your Have A Go Moment to haveago@olympics.com.au during the Promotional Period.
8. Individuals can only enter this Promotion during the Promotional Period. All entries must be received by the Promoter before the end of the Promotional Period. Entries are deemed to be made at the time of receipt by the Promoter, not the time of transmission by the entrant. Entries received after the Promotional Period will not be accepted.
9. Individuals can only submit a maximum of one entry per day during the Promotional Period.
10. The Promoter takes no responsibility should an individual not have the software, hardware or mobile phone plan that would permit access to and use of the Promoter's Website, which is located at www.olympics.com.au (hereafter, Promoter's Website) or a Platform. Any cost associated with accessing the internet or own loading data on a mobile device is the sole responsibility of the entrant and is dependent on the internet/mobile service provider used.
11. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission, interruption, communications failure or otherwise.
12. The use of any automated entry software or any mechanical, electronic or other means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
13. The Promoter, in its sole discretion and subject to any prohibition by law to do so or any written direction from a regulatory authority, may cancel the Promotion at any time or disqualify an entrant. Entries that are not genuine or are incomplete, late or in any way fraudulent or deemed to be inappropriate or unacceptable for any reason by the Promoter will be declared void.
14. If an entry that is posted on one or more Platforms by an entrant is deemed to be inappropriate or unacceptable for any reason by the Promoter (in its absolute discretion) the Promoter will have the right to request that the post is deleted by the Entrant, and the Entrant must comply with this request.
15. By entering the Promotion, the entrant agrees that the Promoter may publish his or her photo or video on any Platform, website, email or by any other means.

Judging

16. This competition is a game of skill. Chance plays no part in determining the winners. All entries will be judged individually on their merits. Entries will be judged by a panel of independent judges selected by the Promoter, Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000.
17. Judging will take place within 48 hours of the end of the Promotional Period at Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000.
18. Judging is at the absolute discretion of the judges, whose decisions are final and binding. No correspondence will be entered into.

Major Prize

19. There are two (2) Major Prizes per day to be won as set out below, with one Major Prize to be awarded to a child aged under the age of 18 years old, and one Major Prize to be awarded to an adult aged 18 years and over. An entry that is judged by the panel of judges to best demonstrate 'having a go' or trying a new Olympic sport and/or showing a passion for an Olympic sport will win one of the Major Prizes as set out below at the conclusion of each day:
 - a) a pair of ASICS GT 1000 (RRP \$100) will be awarded to the child winner; and
 - b) a pair of ASICS GT 2000 (RRP \$220) will be awarded to the adult winner. The Major Prizes are valued at approximately \$100 for the ASICS GT 1000 (child) and \$220 for the ASICS GT 2000 (adult).
20. The total maximum prize pool is approximately \$320 per day for 17 days with a total prize pool of \$5,440.
21. Before the Major Prizes are awarded, the Promoter may require each winner to sign an agreement or deed to release the Promoter from, and indemnify the Promoter against, any loss, damage or injury arising from the use of the Major Prize, except to the extent any loss, damage or injury is due to the negligence or willful misconduct of the Promoter.
22. The winners of the Major Prizes will be notified on the Platform through which the entry was received within two business days of the judging and may be posted on the Promoter's Website.
23. A winner must send a return message accepting his or her Major Prize within 48 hours, or else he or she will be deemed to have forfeited his or her right to his or her Major Prize. Upon receiving a message from the entrant accepting a Major Prize, the Promoter will send another message to the winner explaining how to claim and redeem the Major Prize.
24. The Promoter will make all reasonable attempts to identify and contact the Major Prize winners.
25. In the event that a winner forfeits his or her right to a Major Prize, or cannot be identified or contacted within two business days of the judging, despite reasonable attempts to do so, or the winner does not comply with these Terms and Conditions in a way that would render him or her ineligible to claim or avail of a Major Prize, or a Major Prize is unclaimed for any other reason whatsoever, the Promoter will send a message on the Platform through which the entry of the entrant who submitted the entry which is judged to be the second best display of excellence, sportsmanship, respect and/or passion in an Olympic sport by the panel of judges at Level 4, 140 George Street, Museum of Contemporary Art, Sydney NSW 2000 was made, within two business days of the date on which the winner forfeited his or her right to a Major Prize, or the date on which it was determined that the winner cannot be identified or contacted despite reasonable attempts to do so, or the date on which it was determined that the winner does not comply with these Terms and Conditions, notifying that entrant that he or she is a second chance winner.
26. Each second chance winner must send a return message accepting his or her Major Prize within 48 hours, or else he or she will be deemed to have forfeited his or her right to the Major Prize. Upon receiving a message accepting a Major Prize, the Promoter will send another message to the second chance winner explaining how to claim and redeem a Major Prize. In the event that the second chance winner forfeits his or her right to a Major Prize, the second chance winner cannot be identified or contacted within two business days of the second chance draw despite reasonable attempts to do so, the second chance winner does not comply with these Terms and Conditions in a way that would render him or her ineligible to claim or avail of a Major Prize, or a Major Prize is unclaimed for any other reason whatsoever, the Promoter may dispose of a Major Prize as it sees fit (subject to any written directions from a regulatory authority).
27. The Promoter will make a Major Prize available to the winner or second chance winner within 28 days of the winner or second chance winner accepting his or her Major Prize.

28. If, due to any reason whatsoever, the Promoter becomes aware after an entrant has won a Major Prize that the entrant has not complied with these Terms and Conditions, that entrant will have no entitlement to the Prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of his or her Major Prize.

General

29. If any prize (or component thereof) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize or element of a prize of equal or greater RRP value at the Promoter's sole discretion, subject to any written directions from the relevant authorities. Winners will not be entitled to any additional compensation in the event that the prize (or component thereof) has been substituted at equal or greater RRP value.
30. Prizes, and any portions of a prize, are not transferable, exchangeable or redeemable for cash. No part of the prizes can be resold (at a premium or otherwise), advertised or offered for resale on the internet or any other medium. Stated prize values are the recommended retail value (including GST) in Australian dollars, are provided by the supplier and are correct at the time of printing.
31. The Promoter accepts no responsibility for late, lost or misdirected claims or other communications. The Promoter's decision is final and binding; no correspondence will be entered into. The Promoter reserves the right to request verification of age, identity, residential address of winners and any other information relevant to entry into or participation in this Promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in interfering, manipulating or tampering with this Promotion.
32. Each prize winner must, subject to the Promoter receiving parental/guardian consent for entrants aged under 16 years old, participate in all promotion activity, including using their name, likeness, image and voice 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 or supplied by the Promoter.
33. 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, to disqualify any entrant or, subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
34. The Promoter reserves the right to disqualify any entry that gives rise to an actual or potential breach of any Platform's policies. The Promoter may choose to demonstrate that an entry has been disqualified by any means it sees fit in its sole discretion including by, for example reporting the post to a Platform or seeking that a post be deleted from a Platform.
35. To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of god, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, security breaches, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the Promoter's control which affect the proper conduct or administration of this Promotion, or prevent the awarding of a prize in accordance with these Terms and Conditions. If such an event occurs, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.
36. Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth), or any other implied warranties under any legislation in Australia. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury or any loss or damage (whether direct, indirect, special or consequential) arising in any way out of this Promotion, including but not limited to where such injury, loss or damage arises out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is lost, altered, damaged or misdirected 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, his or her travel guest or an entrant; (f) participation in this Promotion; (g) the entrant receiving a Major Prize as part of this Promotion and (h) the conduct of any third party associated with this Promotion, including ASICS.

37. All entries must be owned and created by the entrant. All entries and all intellectual property and other rights in such entries will become the property of the Promoter. Each entrant agrees to provide a written assignment of all rights to the Promoter if requested.
38. The agreement which comes into force under these Terms and Conditions is governed by, and must be construed in accordance with, the laws in force in New South Wales, and the Promoter and any consumer who participates in this offer submits to the exclusive jurisdiction of the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of this offer.
39. Unless the contrary intention appears, a reference in these Terms and Conditions in any advertisement relating to this Promotion to 'dollars' or '\$' is a reference to the lawful currency of Australia.
40. Entries remain the property of the Promoter. By entering the Promotion, you accept and consent to the Promoter collecting your personal information in order to facilitate and run the Promotion. Without providing this information in the entry process, you will be unable to participate in the Promotion. The information collected by the Promoter is solely for the purposes of organising and running the Promotion, and/or, if you have opted-in, to receive future marketing communications from the Promoter, will be used for email marketing purposes. The Promoter will disclose your information to third parties to help the Promoter facilitate and run the Promotion, including ASICS other third parties as set out in the Promoter's Privacy Policy.
41. Your personal information is handled in accordance with the Promoter's Privacy Policy and the privacy policies of our suppliers. The Promoter's Privacy Policy outlines how to access and/or correct your personal information or make a privacy related complaint. By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Promoter's Privacy Policy. If you provide us with personal information on behalf of another person, you warrant that you have the person's consent to so do, have provided that person with the Promoter's Privacy Policy and a copy of these Terms and Conditions, in collecting and storing that information, you are complying with the *Privacy Act 1988* (Cth). For more information, please visit <https://www.olympics.com.au/privacy-policy/>.
42. By submitting an entry the Promoter as part of this Promotion, each entrant:
 - (a) authorises the Promoter to use and/or license third parties to use such entry in whole or in part, in any territory, for an unlimited period without remuneration on any media;
 - (b) represents and warrants that the entry, and the publication of that entry by the Promoter:
 - i. are original to the entrant and fully cleared for use as contemplated in these Terms and Conditions;
 - ii. do not and will not, in any way, violate or breach any of the terms of any other agreement the entrant may be a party to;
 - iii. do not infringe the intellectual property rights or other right; and
 - iv. do not contain any matter the publication of which will violate any law, and
 - (c) unconditionally and irrevocably consents to any act or omission which would otherwise infringe any of their moral rights in the entry and waives all moral rights in the entry that arise outside Australia; (d) warrants that where the entry contains the image, likeness or any identifying characteristic of another person, the entrant has received express consent from those other people to be included in the submission. The entrant indemnifies the Promoter for any breach of this warranty and for any breach of privacy legislation.