

## **“UA / Curry Brand 3 Point” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

The promoter is RCKT Co Pty Ltd (ABN 16622923442) of 125 Pittwater Road, Manly, 2095, NSW (“**Promoter**”).

2. Entry is only open to Australian residents aged 18 years of age and over who register and take part in the event
3. Employees (and their immediate families) of the Promoter and agencies 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 1<sup>st</sup> cousin.
4. Promotion commences at 10am AEST on 15/01/2022 and ends at 4:00pm AEST on 15/01/2022 (“**Promotional Period**”).
5. To enter, individuals must complete the following steps during the relevant Entry Period:
  - A) Attend the UA/Curry Brand activation at Princess Gardens Basketball Court, Parahan VIC.
  - B) Register to take part in the competition with designated event staff at the event.
  - C) Complete all fields and input the requested details into the entry form as prompted (including their full name, email address, postcode, phone number and a valid email address). Following registration participants will be allocated a time to participate in the promotion.
  - D) If participants are under the age of 18, participants need to supply a parent / guardian’s details as prompted. The parent / guardian will accept the prize on behalf of the participant should he / she win the promotion.
  - E) Participate in the “3 Point” promotion at the allocated time.
  - F) If the participant is in the top 3 scores of the day, they will proceed to the final which will be held at 3:30pm.
  - G) If the participant is not present at 3:30pm for the final, they forego the opportunity to take part in the final and will have no claim to the prize.
  - H) If there are multiple participants with the same score in the top 3 scores for the day, each of the participants will have the opportunity to play in the final.
  - I) If at the end of the final there are 2 or more participants with the same score, there will be a shoot-out to determine the winner of the promotion.

By entering this promotion and agreeing to these Terms and Conditions, entrants agree to receive UA and Curry Brand marketing communications.

6. Incomplete or indecipherable entries will be deemed invalid.
7. Only one (1) entry per person is permitted per person during the Promotional Period.
8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will 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 rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. This is a game of skill and chance plays no part in determining the winners. Each participant will be individually judged based on the number of successful ‘3 Point’ shots taken within the 60 second time limit (a maximum of 21 shots to be taken within the 60 second time limit). The judges will determine if a shot is successful and tally totals shots made. Any successful shots made within the time period where a foot is on or in front of the 3 Point line will not count towards the total.

Judges decisions on valid and successful shots and the total tally will be final.

In the event of a draw in the final, all participants with an equal top score will take part in a sudden death shoot out. Each player will take turns to shoot from a designated spot on the court (outside the 3 point arc) to remain in the 'Shootout' they must successfully make the shot (or have all parties miss the shot). After each round the judges will select a new location for the shot (each round all players shoot from the same location). If a participant makes the shot they will stay in the shoot out until no other participant is successful. The last participant left is deemed the winner.

11. In the Final, The participant that scores the most successful 3 Point Shots within the allocated time frame in the Entry Period, as determined by the judges, will win the AUD\$10,000 prize. Prize to be fulfilled via a direct bank transfer to the winner or winners parent/guardian.
12. The winner will be responsible for any ancillary costs associated with taking a prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Additional spending money, meals, taxes, insurance, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included.
13. In the event of war, terrorism, state of emergency, pandemic or any other kind of disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, or suspend, substitute or modify a prize.
14. If for any reason the winner does not claim the prize (via attendance at the conclusion of the event) after multiple attempts (3 x Announcements and 3 x Phone Calls) from the promoter at/by Jan 15, 2022, then the prize will be forfeited and given to the next highest ranked participant on the scoreboard.
15. Total prize pool value is up to AUD\$10,000 ex GST and all associated personal taxes.
16. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that: **INJURY**
  - (a) Injury - clause 22
  - (b) InjuryWithout limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
17. Entrants consent to the Promoter and prize suppliers 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 or prize suppliers.
18. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.
19. Any cost associated with accessing or registering or attending the event is the entrant's responsibility
20. 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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss

or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way 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 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) if the event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking/use of and/or participation in the prize.
22. As a condition of accepting the prize, the winner must sign any legal documentation as 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.
23. The prize suppliers are RCKT Co Pty Ltd (ABN 16622923442) of 125 Pittwater Road, Manly, 2095, NSW ("**Promoter**").
24. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://account.underarmour.com/en-us/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose personal information to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).