



## Your Chance to Win Tickets to the NRL Grand Final with Gallagher Promotion

### Schedule

<b>Promotion</b>	Your Chance to Win Tickets to the.2021 NRL Grand Final with Gallagher Promotion
<b>Promoter</b>	Arthur J. Gallagher & Co (Aus) Limited ABN 34 005 543 920 Level 12, 80 Pacific Highway, North Sydney, New South Wales 2060 02 9242 2000 marketing@ajg.com.au
<b>Promotional Period</b>	Start Date: 9:00 am EST on 15/09/2021 End Date: 11:59 pm EST on 24/09/2021
<b>Prize</b>	There are two (2) Prizes to be won. Each Prize includes five (5) Category 1 tickets to the 2021 NRL Grand Final ( <b>Event</b> ) held at Suncorp Stadium at 7:00 pm EST on 03/10/2021 (each ticket valued at \$349.00).
<b>Total Prize Pool</b>	\$3,490.00
<b>Entry Procedure</b>	Visit the promotions page at <a href="http://ajg.com.au/win-nrl">ajg.com.au/win-nrl</a> ( <b>Site</b> ) and complete the entry form and provide all mandatory information on the form, agree to the Terms and Conditions, and click submit. Entrants must enter the Promotion in their own name and will be required to provide all mandatory information that may include, but is not limited to, the Entrant's full name, Australian Business Number ( <b>ABN</b> ) (where the Entrant is a sole trader, partnership, trust or company operating a business, there is an optional field to include an ABN), post code, email address, contact telephone number and confirm you are aged 18 years or older.
<b>Maximum Number of Entries</b>	Limit of one entry per person, but where an Entrant provides their valid ABN then that Entrant will be deemed to have validly provided two entries.
<b>Draw Details</b>	<b>Draw Date:</b> 27/09/2021 <b>Draw Time:</b> 12:00 pm EST <b>Draw Location:</b> Level 23, 180 Ann Street, Brisbane, Queensland 4000 <b>Draw Method:</b> Electronic random draw
<b>Redemption Date</b>	The Prize must be claimed by each Prize winner by 9:00 am EST on 29/09/2021.
<b>Privacy Policy</b>	<a href="https://www.ajg.com.au/privacy-policy">https://www.ajg.com.au/privacy-policy</a>

**Terms and Conditions**

1. Information on eligibility, mechanisms on how to enter, prizes and the information in the Schedule form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
2. Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise.

**Eligibility and Entry**

3. Entry is open to residents of Queensland aged eighteen (18) years or over (**Entrants**). Employees, immediate family members, retailers, suppliers, associated companies and agencies related to the Promoter are not eligible to enter in the Promotion.
4. To enter the Promotion, Entrants must complete the Entry Procedure during the Promotional Period. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
5. Entrants may enter the Promotion up to the Maximum Number of Entries.
6. Entries must be received by the Promoter during the Promotion Period. Online or email entries are deemed to have been received at the time of receipt by the Promoter and not at the time of transmission.
7. The use of automated entry software or other mechanical, electronic or other means that allow an Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by the Entrant invalid.
8. Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms and Conditions as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during completion of the Entrant's completion of the Entry Procedure.
9. 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 to disqualify any Entrant. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

**Prize Draw**

10. The Prize draw to determine the winning Entrant for the Promotion will be conducted in accordance with the Draw Details. The Prize(s) will be awarded to the Entrant or Entrants (as applicable) randomly drawn in accordance with the Draw Details, provided the Entrant has complied with the Entry Procedure. Where more than one Prize is available, each winning Entrant may only win one Prize.
11. The winning Entrant will be notified by email and/or telephone within twenty-four (24) hours of the Prize Draw.
12. The winning Entrant's full name will be published on the Site and on the Promoter's social media accounts, including but not limited to, Facebook, LinkedIn, Twitter and Instagram. It is a condition of entry into the Promotion that the winning Entrant consents to the publication of such information and participates in any media releases which may include photographs of the winning Entrant by the Promoter. By entering into this Promotion, Entrants consent to the use of their names and likenesses in this manner.
13. Entrants are responsible for any and all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Site).
14. As the Promotion is a game of chance, and subject otherwise to these Terms and Conditions, skill plays no part in determining the winning Entrant and each valid entry will **NOT** be individually judged. Each entry has an equal chance of winning. The winning Entrant will be confirmed by the Promoter. The Promoter's decision is final and no correspondence will be entered into with Entrants regarding the decision.
15. In the event that a winning Entrant's entry is deemed or found to be invalid, the Promoter may redraw or decide on another winning entry.

## Prizes

16. The Prize(s) are specified in the Schedule. **THE PRIZE IS NOT TRANSFERRABLE AND NOT REDEEMABLE FOR CASH.**
17. If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter may, in its absolute discretion, reserve the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
18. If the Event is cancelled, postponed, or abandoned for any reason, or crowds are prohibited or crowd capacity is reduced for the Event for any reason (such that the winning Entrant is not able to attend the Event), the winning Entrant will forfeit all rights to attend the Event and no cash or alternative tickets will be substituted in lieu.
19. The Prize does not include travel arrangements, flights, transfers, accommodation, meals, beverages or other expenses associated with attending the Event.
20. It is the sole responsibility of the Entrant to ensure that they can meet the requirements to use the Prize. Entrants acknowledge and agree that their use of the Prize may be subject to terms and conditions imposed by the Prize suppliers (including without limitation "Ticketek" or venue provider of the Event). No compensation will be payable if the winning Entrant (or any other person) if they are unable to use any element of the Prize for whatever reason, including without limitation refusal of entry to the Event. Any part of a prize that is not taken for any reason is forfeited.

## Claiming Prizes

21. The Prize(s) must be claimed by the Redemption Date. The Promoter may require the winning Entrant to provide relevant evidence in order to claim the Prize, such as proof of identity, age, and any relevant proof of purchase.
22. If the winning Entrant does not claim the Prize before the Redemption Date, the Prize will be deemed to be forfeited by the Entrant.
23. If any Prize remains unclaimed in accordance with clause 21, a second draw or selection for the Prize (**Unclaimed Prize Draw**), will take place on 29/09/2021 at the same time, place and manner as the original Draw Details, subject to any directions from a regulatory authority. The alternative winning Entrant, if any, will be notified by email and/or telephone within twenty-four (24) hours of the Unclaimed Prize Draw.
24. It is acknowledged that the relevant winning Entrant will be provided an e-code to redeem the tickets forming the Prize, from "Ticketek".

## General

25. **Personal information:** The Promoter collects personal information from all Entrants in order to conduct the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. The Promoter may also collect and use the personal information from Entrants for the purpose of sending Entrants marketing and promotional communications regarding the Promoter's goods and services. Please see the Promoter's Privacy Policy (linked in the Schedule) for more information about how the Promoter collects, stores, uses and discloses personal information, including details about overseas disclosure, access, correction, how Entrants can make a privacy-related complaint and the Promoter's complaint-handling process. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause 25 and the Promoter's Privacy Policy.
26. **Non-Excludable Guarantees:** Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) or any other applicable State or Territory legislation (**Non-Excludable Guarantees**).
27. **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms and Conditions for any consequential loss including but

not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

28. **Liability:** Except for any liability that cannot be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) will not be liable to an Entrant for, and the Entrant waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:

- (a) any act or omission of an Entrant;
- (b) any breach of these Terms and Conditions by the Entrant;
- (c) any personal injury or death or property loss or damage;
- (d) claiming the Prize;
- (e) use of the Prize in any way (including without limitation, attendance of the Event);
- (f) any theft of any Prize or unauthorised access or third party interference in the Promotion;
- (g) any entry or Prize claim that is late, lost, altered, damaged, delayed, corrupted or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or
- (h) any tax liability incurred by a winning Entrant.

29. **Force Majeure:** The Promoter will not be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event. **Force Majeure** means any event or circumstance which is beyond the Promoter's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic, or any of the circumstance described in clause 18 occurs in respect of the Event.

30. **Online entries and technology:**

- (a) In the event that a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The authorised account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Entrant to provide the Promoter with proof that such party is the authorised account holder of the email address associated with the entry.
- (b) Any costs associated with accessing a Site remain the responsibility of each Entrant.
- (c) The Promoter and its associated agencies, partners and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to Entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this Promotion.
- (d) The Site may contain links to other websites (**Linked Sites**). The Promoter is not responsible for the content of any Linked Sites, whether or not the Promoter is affiliated with the Linked Sites. The Promoter does not in any way endorse any Linked Sites and is not responsible for the quality

or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect personal information or postings from Entrants, the Promoter shall bear no responsibility or liability for the manner in which such information or postings are used or exploited. The Linked Sites are for Entrants' convenience only and Entrants agree to access them at their own risk.

31. **Additional documents:** As a condition of accepting the Prize, the winning Entrant must sign any legal documentation as and in the form reasonably required by the Promoter and/or prize suppliers, including but not limited to a legal release and indemnity form.
32. **Legal Warning:** Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Site, or the information on the Site, or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law.
33. **Social Media:** Social media membership pages, applications and use of social media generally is subject to the prevailing terms and conditions of use of the social media platform. Unless otherwise indicated in these Terms and Conditions, the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform including, but not limited to, Instagram, Facebook, LinkedIn, Twitter and Pinterest. If an Entrant uses social media to participate in the Promotion, the Entrant understands that they are providing their information to the Promoter and not to any social media platform. Entrants are solely responsible and liable for the content of their entries and any other information they transmit to other Internet users. By participating in the Promotion, the Entrant releases Instagram, Facebook, LinkedIn, Twitter, Pinterest or applicable social media site from all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs associated with the Promotion.
34. **Currency:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
35. **Amendments:** These Terms and Conditions may be amended or replaced from time to time if required by any regulatory authority.
36. **Jurisdiction:** These Terms and Conditions are governed by the laws of Queensland in which the Promotion is conducted and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of Queensland.
37. **Entire Agreement:** These Terms and Conditions represent the entire agreement between the Promoter and any Entrant (including the winning Entrant) with respect to its subject matter and supersede any prior agreement, understanding or arrangement between the Promoter and any Entrant (including the winning Entrant), whether oral or in writing.
38. **Representations:** The Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms and Conditions.
39. **Last updated:** 7 September 2021