

SUBWAY® COMMUNITY NETBALL GRANTS

TERMS AND CONDITIONS

ACCEPTANCE OF CONDITIONS

1. The promoter is Netball South Australia (or the **'Promoter'**) (ABN 12 814 437 874) 155 Railway Terrace, Mile End South SA 5031
2. Information regarding prizes and how to enter forms part of these conditions. Submission of an entry is deemed acceptance of these conditions of entry.

RESTRICTIONS ON ENTRY

3. An Australian resident aged over 18 years can nominate a local Netball club, Netball Centre or association based in South Australia, and affiliated with the Promoter (**'Eligible Club'**) to receive a grant of \$1,000 or Subway catering at \$500 or \$250. (**'Nominator'**).

DURATION OF COMPETITION

4. The promotion commences at 12pm ACST Tuesday 14 September, 2021 and closes at 5.00pm ACST Tuesday 26 October, 2021 (**'Promotional Period'**).

METHOD OF ENTRY

5. To enter the promotion, Nominators must, within the Promotional Period, complete and submit the grants application form, promoted on the Promoter's website (sa.netball.com.au/subway-community-netball-grants) and Subway Australia's official Facebook page (with the entry form hosted by the Promoter, and all data and entries submitted to the Promoter).
6. Nominators who enter the competition confirm they have permission of the Eligible Club to enter the competition on behalf of the Eligible Club and have shared these terms and conditions with a representative(s) of the Eligible Club who has the capacity to bind the Eligible Club before submitting an entry.
7. All entries are deemed to be received at the time of receipt by the Promoter, not at the time of transmission by the person. All times stated in these terms and conditions are ACDT and ACST as applicable in South Australia.
8. The grants application form will require the Nominator to clearly state the Eligible Club the Nominator is nominating to receive the grant, the Nominator's full name, email, phone number, post code and entry details.
9. The entry must comprise of a written response (of up to 200 words) answering the question **"What would your club/venue do with \$1,000?" To be eligible, the Nominator must complete the application form in full.** Photos to support your entry can be submitted on the entry form.
10. There is a limit of one entry per club.
11. An eligible club can only win one grant.
12. The Nominator must ensure that correct details are entered into the application form so that the Promoter may contact the Nominator in the event that their entry is a winning entry.

13. By entering the promotion you acknowledge and agree that the Promoter may use all information contained in the application form for purposes including evaluation of the application, conducting marketing, promotional and research activities and all application become the sole property of the Promoter.
14. The Promoter's panel of judges will reserve the unconditional right to withdraw the grant if an application is found to contain false and/or misleading information. The Promoter retains the right to investigate and verify any information provided in an entrant's application.

PRIZE DETAILS

15. A panel of the Promoter's appointed judges will review all applications that are eligible for consideration. There will be a total of three (3) winners to be announced. The winners will be announced by Tuesday 9 November 2021.
16. The judges will assess the merits of each application in their discretion and will ultimately determine any successful applications, in whole or in part. Winning applications will be selected at the discretion of the panel of appointed judges.

The judges' decision is final and no correspondence will be entered into.

17. Each selected winner will be announced by publication on the Promoter's website by [Tuesday 9 November 2021]. Subway may duplicate the Promoter's announcements on its own website and social media channels.
18. The Promoter will contact winners by phone and by email using contact details provided in the entrant's application form.
19. Subject to clause 15, the winning entry will receive a grant of one thousand dollars (\$1,000) to be provided to the Eligible Club nominated in the relevant entry, not the Nominator. The second entry will receive Subway catering to the value of \$500 and the third entry, \$250.
20. Each winning Eligible Club or venue will be required to complete the project that the grant will be used for within 6 months of receiving the money unless otherwise agreed to by the Promoter. Upon the announcement of the winning entry and the conclusion of the project, the Promoter may visit the club for marketing and PR purposes.
21. Each Nominator grants the Promoter express permission to use such personal or contact information (disclosed in the Nominator's entry) as is required to verify that the winning Eligible Club is a registered associate of Netball South Australia.
22. There will be three (3) prizes in total. Subject to clause 15, the prizes will be as follows:
 - a. A one thousand dollar (\$1,000) grant deposited into a valid bank account to the winner.
 - b. Catering to the value of \$500 to the second entry.
 - c. Catering to the value of \$250 to the third entry.
23. The total value of all prizes is up to the value of \$1750 (excl. GST).
24. The contents of each prize cannot be modified. Each prize is not exchangeable or transferable.
25. Tax implications may arise from the prize winnings. Independent advice should be sought.
26. The Promoter reserves the right to rejudge in the event of an entrant being unable to satisfy these competition conditions or forfeiting or not claiming a prize. For any elements of the prize that remains unclaimed or forfeited through ineligibility or



otherwise by 31 December 2021, the winner will forfeit that portion of the prize and no compensation will be paid in lieu.

27. Each winning Eligible Club and each Nominator who Nominated a winning Eligible Club (including their representatives and members) consents that their names, images, photographs and original entry may be used by the Promoter for future promotional, marketing and publicity purposes, without compensation.
28. The Promoter and Subway Australia are not liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss), or for personal injury suffered or sustained as a result of taking any prize, except for any liability that cannot be excluded by law.
29. The Promoter will not be liable for any loss or damages whatsoever resulting from incorrect details being lodged by entrants.
30. The Promoter reserves the right to vary the rules of any competition or any prizes offered or cancel any competition if it is no longer able to run the competition due to reasons beyond its control, subject to state legislation. Neither the Promoter nor Subway Australia will be liable for any losses to any part arising from any variation or cancellations.
31. The Promoter and Subway Australia are not responsible for any incorrect or inaccurate information or for any of the equipment or programming associated with or utilized in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorized access to or alteration of entries.