

**beIN SPORTS LaLiga Experience Contest (“Contest”) – <http://getbein.beinsports.com/au/win/>**

**Terms and Conditions (“T&Cs”)**

**Eligibility**

1. Entry is free and open to Australian residents aged 18 and over at the time of entry who have fulfilled the eligibility requirements as set out in these T&Cs (“**Eligible Entrant(s)**”). Employees (or family members of employees) of, any of, beIN Sports Australia Pty Ltd, any companies associated with the Contest and promotion of the Contest and all related companies of such aforementioned companies are not eligible. Family members means spouse, ex-spouse, defacto 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. Only Eligible Entrants may be awarded and/or accept a Prize.

**beIN Sports**

2. beIN Sports Australia Pty Ltd, ACN 086 130 805 of Suite 1300A Level 13, 100 William Street, Woolloomooloo NSW 2011

**Agreement to T&Cs**

3. By their participation in this Contest, Eligible Entrants are acknowledged to have read and agreed to these T&Cs for their entry to be considered valid, and acknowledge that the decisions of beIN Sports are final and binding. Eligibility and participation in this Contest is contingent upon the Eligible Entrant’s compliance with these T&Cs and fulfilment of all other requirements set forth herein. These T&Cs shall prevail to the extent of any inconsistency with any other reference to this Contest.

**Contest Period**

4. The Contest begins on 13 February 2017 at 16:00 PM AEDT and ends on 23 February 2017 at 23:59 PM AEDT (the “**Contest Period**”). Entries must be received by beIN Sports within the Contest Period.

**How to Enter**

5. To enter, Eligible Entrants must satisfy the following:
  - a. be a Foxtel sports tier subscriber as of the date of their entry submission and maintain the status throughout the Contest Period;
  - b. visit: <http://getbein.beinsports.com/au/win/> during the Contest Period, provide their personal information and answer an entry question (“**Entry**” or “**Entries**”).
  - c. Only one entry per person will be permitted. Eligible Entrants found to be submitting multiple Entries may have all Entries invalidated.
6. By submitting the content, Eligible Entrants warrant and represent that he/she own or otherwise control all of the rights to his/her content, including without limitation, all the rights necessary for him/her to provide, post, upload, input or submit the content, grant a license for beIN Sport to post, upload, cross-post and upload the content.

**Selection of winners**

7. This is a skills based competition and chance plays no part in determining the winner. Entries will be judged on creativity, originality and passion.
8. On 24 February 2017 at 12:00 PM AEDT, beIN Sports will select the first and second valid entry as the first and second Prize winners respectively.
9. beIN Sports will notify the winners via email and telephone as provided in their Entries and publish his/her names on <http://getbein.beinsports.com/au/win/> on 24 February 2017.

If the first winner does not claim the Prize pursuant to clause 14 within two (2) days after the date of notification, the second winner will then take his/her place. In the event the second winner cannot be

contacted or claim the Prize within the same deadline, beIN Sports may then select another first winner and attempt to contact such substitute winners by email and telephone and publish his/her name in accordance with clause 9 until a first Prize winner claims the Prize. The same process will apply for the second Prize winner.

10. beIN Sports' and the Prize Supplier's decision (as applicable) in relation to any aspect of the Contest is subject to State and Territory legislation but also final and binding on each Eligible Entrant. No correspondence will be entered into. No responsibility is accepted for late, lost, misdirected, incomplete or ineligible Entries.

#### **Acceptance of Prize**

11. beIN Sports reserves the right to request winners and travel companion (as applicable) to sign an appearance release and waiver of liability, to provide proof of identity, proof of age, proof of residency or any other relevant forms or agreements that beIN Sports deems necessary in order to claim a Prize. In the event that the winners cannot provide suitable proof, the winners will be deemed to have forfeited the Prize in whole and no substitute will be offered.
12. Should the potential first Prize winner be unable to travel during the date the relevant match is conducted, the Prize will be forfeited and rendered to the second Prize winner in the same process as determined in Clause 10 above.
13. Winners may be requested to complete and return documents regarding acceptance of Prize, trip restrictions (e.g., blackout dates etc.), standard disclaimers of warranties to verify eligibility, use of winner's likeness, personal information, as well as confidentiality. Prize winners must complete and return any such required documents within two (2) days of the date of notice, in order to claim his/her Prize. If winners fails to submit same within the required time period, the relevant Prize(s) will be forfeited and rendered to another potential winner.
14. beIN Sports reserves the right to select a new winner in the event that an Eligible Entrant, claiming to be a winner, is unable to satisfy any terms of these T&Cs or has breached these T&Cs.

#### **Prize(s)**

15. The total number of Contest winners in this competition is two (with a total prize pool at approximately \$13,750) with each winning one of the prizes below ("**Prize**"):
  - a. The first selected valid winner will win the following travel prize ("**Travel Prize**") (valued at approximately \$13,500):
    - (i) two (2) grandstand match tickets to the Atlético de Madrid vs FC Sevilla match on 18-19 March 2017 (or any such date as advised by beIN Sports and/or the Prize Supplier) at Vicente Calderon stadium in Madrid, Spain;
    - (ii) two (2) return economy class plane tickets (Emirates Airline) or premium economy class plane tickets (British Airways) as determined by the beIN Sports departing from the closest international airport to the winner's primary residence to Madrid, Spain for one (1) winner and one (1) companion;
    - (iii) three (3) nights hotel accommodation at NH Collection Madrid Paseo del Prado (4 star hotel) with breakfast included;
    - (iv) a guided tour of Vicente Calderón Stadium
    - (v) a guided city tour of Madrid, Spain (or its equivalent activity); and
    - (vi) transfers (to/from the Madrid, Spain airport and to/from the stadium on match day) during the travel.
  - b. The second selected valid winner will win the following:

- (i) one (1) jersey presentation box including one (1) Atletico Madrid jersey and one (1) Sevilla jersey (valued at approximately \$250).

### **Prize Conditions**

16. The Travel Prize winner and his/her companion must travel together. Air tickets and hotel bookings must be completed by the date advised by beIN Sports. The Travel Prize cannot be used as part payment for another airfare package. Frequent flyer points cannot be accrued on this Travel Prize. Travel is subject to availability at the time of booking. Blackout dates may apply. Once bookings are confirmed, no changes can be made. All components of the Travel Prize must be taken together. Any component of the Travel Prize not redeemed within a single round trip will be forfeited and cash will not be awarded in lieu of that component of the Prize.
17. All necessary travel documents and visa applications, taxes, charges and other incidentals not specified in the Travel Prize will be the responsibility of the Travel Prize winner and his/her companion. A valid passport and visa in order to travel to Spain to enjoy the Travel Prize is a requirement.
18. Travel arrangements and transfers to and from the winner's home and their nearest capital city airport are the responsibility of the Travel Prize winner and their travelling companion. All expenses, unless otherwise specified, including but not limited to meals, gratuities, spending money, excess baggage, travel insurance, personal and transport expenses, mini-bar, laundry, room service, telephone calls, service charges, pre and post accommodation, optional activities or excursion and all taxes and any other incidental expenses in conjunction with the trip are not included in the Travel Prize. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
19. Compliance with any health or other government requirements is the responsibility of the Travel Prize winner and their travel companions. All Travel Prize will be subject to the carrier's general conditions of carriage. beIN Sports, the Prize Supplier and the carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular office and the web site of the Australian Department of Foreign Affairs and Trade at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au). Prizes for travel for a particular event or attraction included in the Travel Prize must be taken to coincide with the event or the times and dates during which the attraction is available. Travel insurance is not included in the Travel Prize but is highly recommended.
20. All Prizes are subject to availability. The Prizes cannot be transferred, assigned, substituted or exchanged for cash, credit or any other items. The Prizes are subject to any further terms and conditions as stipulated by the Prize Suppliers. beIN Sports will not replace any lost, damaged or stolen Prizes.
21. Prize winners are advised that tax implications may arise from their Prize and they should seek independent financial advice prior to acceptance of any Prizes.
22. The Travel Prize winner and his/her travel companions may be invited to attend interview(s) arranged by beIN Sports. The Travel Prize winner consents and grants to, and procures the consent of their travel companions, friends and relatives featured in the content submission, beIN Sports, Prize Suppliers and/or third parties appointed by beIN Sports, a perpetual and non-exclusive license for the use of any photos, video and audio capturing their names, voice, photos and/or images in any form of media on a worldwide basis for publicity and other purposes deemed appropriate by beIN Sports and without any remuneration. If the Prize is not available or in the event of force majeure or unforeseen factors, beIN Sports may, without consultation or reference to the participants, substitute or replace any Prize with any other Prize of equal or similar value at the sole determination of beIN Sports. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the Prize that the winners must comply with all the conditions of use of the Prize and Prize Supplier's requirements. Each Prize must be taken as stated and no compensation will be payable if a winner is unable to use such Prize as stated.
23. By entering this Contest, and by collecting the Travel Prize, the Travel Prize winner acknowledges and accepts that driving, travel and any other activities comprising the Travel Prize, are inherently dangerous and may result in death, injury incapacity, damage to property or other losses. beIN Sports is not responsible for the reckless or negligent acts or omissions of the Travel Prize winner or for any acts of god, such as adverse

weather conditions or industrial action or civil commotion that may occur whilst the Travel Prize winner is travelling. It is the responsibility of the Travel Prize winner to enquire about local issues and conditions at destinations prior to travel. beIN Sports does not guarantee that the Travel Prize winner will enjoy the Travel Prize or be suited to the type of Travel Prize that is offered.

#### **Travel Companion**

24. Travel companion of the Travel Prize winner must sign a travel companion form releasing beIN Sports from liability and providing necessary publicity release and consent for use of personal information. The travel companion is only entitled to participate in the Travel Prize as a guest of the winner and beIN Sports will not be responsible if the Travel Prize winner changes his/her mind about which guest or any guest he/she wants to accompany her/him. Guest must be aged 18 and over at the time of acceptance of Prize and have necessary travel documents and obtain any necessary visas.

#### **Disqualification/Right of removal**

25. beIN Sports may refuse or disqualify any Entries (including winning Entries) if the Eligible Entrant concerned or anyone authorised by the Eligible Entrant to deal with their entry, acts in a way towards either beIN Sports or the Prize Supplier, their agents or their staff which they reasonably consider to be inappropriate, unlawful or offensive. If the winning entry is disqualified, beIN Sports reserves the right to award the Prize to a substitute winner in accordance to Clause 10 above.
26. beIN Sports reserves the right to remove a winner and/or travel companion from the Travel Prize if they act in a manner deemed unsportsmanlike or inappropriate.
27. Prize winners must continue to comply with all T&Cs, and winning is contingent upon fulfilling of all requirements. In the event that Prize Winner is disqualified for any reason, beIN Sports will award the Prize to an alternate winner selected from all remaining eligible Entries in accordance with the process of selection of winners stated in clause 10 above.

#### **General Conditions**

28. This competition is in no way endorsed or administered by, or associated with Facebook, Instagram or Twitter.
29. The terms and conditions of any other third party supplier will also apply to the Prize where applicable. If there is a conflict between third party terms and conditions and these T&Cs, these T&Cs shall take precedence.
30. In the event that the operation, security, or administration of the Contest is impaired any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by beIN Sports in its sole discretion, then beIN Sports may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these T&Cs or (b) terminate the Contest and, in the event of termination, award the Prize among the Eligible Entrants, non-suspect Entries received up to the time of the impairment. beIN Sports reserves the right in its sole discretion to disqualify any individual who provides false information or who seeks to gain an unfair advantage or to manipulate the entry process or the operation of the Contest or to be acting in violation of these T&Cs or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the beIN Sports reserves the right to seek damages and any other remedies from any such person to the fullest extent permitted by law. Failure by beIN Sports to enforce any provision of these T&Cs shall not constitute waiver of that provision.

#### **Release and Limitations of Liability**

31. By accepting the Prize, the winner:
  - (a) represents and warrants that:

- (i) the content (answer to the entry question) provided is original work that has been created by the winner and/or his/her companions;
  - (ii) the content does not and will not violate or breach any of the terms of any other agreement the winners and their companions may be a party to;
  - (iii) the content does not contain defamatory, tortious or otherwise unlawful, untrue or inaccurate information;
  - (iv) the content is not obscene, cruel, abusive or likely to cause offence;
  - (v) the content does not breach any applicable law and does not infringe or violate any right of any person;
  - (vi) the winner shall be solely liable to the content they have provided and shall fully and effectually indemnify beIN Sports and the Prize Suppliers against all cost, claims and damages that they may suffer or incur due to or in connection with the content.
- (b) whilst retaining copyright to the content, the winner grants beIN Sports and the Prize Suppliers a perpetual, irrevocable, worldwide, transferable, royalty-free, non-exclusive, sub-licensable license to use, copy, edit, adapt, publish, translate, create adaptations from, make available, communicate and distribute the content and/or to incorporate it in other works in any form, media, or technology now known or later developed, and in such manner for such lawful purposes deemed appropriate by the beIN Sports and the Prize Suppliers and expressly disclaim any moral right over the content.
32. The winner grants beIN Sports the right to modify, edit, or remove any of said content subject to copyright infringement notification at our discretion, without notice, and for any reason.
33. Nothing in these T&Cs limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**").
34. beIN Sports, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents is referred to as the "**Released Parties**". Except in the case of death or personal injury arising from the Released Parties' negligence or in respect of fraud and so far as is permitted by law, Released Parties exclude responsibility and all liabilities for any personal injury, or any loss or damage (including loss of opportunity), whether direct or indirect, special or consequential, arising from (a) any technical difficulties or equipment malfunction (whether or not under beIN Sports control); (b) any theft, unauthorized access or third party interference; (c) any Entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after the receipt by beIN Sports) due to any reason beyond their control (d) any variation in Prize value to that stated in these T&Cs (e) any tax liability incurred by a winner or Eligible Entrant or (f) use of a Prize. By participating in the Contest, participants agree to release and hold harmless Released Parties from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the Prize (including any travel or activity related thereto).
35. To the maximum extent applicable, once the Prize has left the Prize Supplier's or agent's premises, beIN Sports, the Prize Supplier and its associated agencies take no responsibility for the Prize (including if damaged, delayed or lost in transit).

#### **Disputes**

36. This Contest, the T&Cs and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it, shall be governed by and construed in accordance with the laws of New South Wales, and Eligible Entrants submit unconditionally to the jurisdiction of the appropriate courts of New South Wales to deal with all matters relating to this Contest.

#### **Privacy Consent & Use of Personal Information**

37. To conduct this Contest, the beIN Sports needs to collect personal information about Eligible Entrants. If Eligible Entrants do not provide the information requested, beIN Sports may not be able to provide Eligible Entrants with Entry.
38. The collection of personal information related to entries collected for the Contest is subject to and will be governed by beIN Sports' privacy policy, which can be accessed at: <http://getbein.beinsports.com/au/privacy-policy/>
39. Eligible Entrant's agree, that subject to the Privacy Act, personal information collected will be used for marketing, promotion, research, statistics and Contest purposes – specifically, and without limitation, beIN Sports and/or its agents (including La Liga Nacional de Futbol Profesional) may do the following:
  - (a) transfer personal information confidentially to the Promoter or other organisations that provide services in relation to this Contest;
  - (b) disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions;
  - (c) publish the winner's name as required under applicable law;
  - (d) use the winner's personal information and photo in any media for publicity purposes associated with the Content without any further payment or other compensation, unless the winner otherwise notifies the Promoter prior to accepting the Prize; and/or
  - (e) distribute other marketing or promotional material.