



**AURIZON**

## Aurizon Firebirds Competition Terms & Conditions

By submitting a Competition Entry Form, entrants agree to these terms and conditions.

<b>Promoter</b>	Aurizon Operations Limited (ACN 124 649 967), 900 Ann Street, Fortitude Valley QLD Australia 4006 ( <b>Aurizon</b> ). Phone: 13 23 32.
<b>Eligibility Requirements</b>	<p>This competition is only open to individuals who, at the time of entering into the competition and at the time of the Draw:</p> <ul style="list-style-type: none"><li>• are an Australian resident who resides in Queensland; and</li><li>• submit a valid Competition Entry Form via an Entry Method; and</li><li>• are aged 18 years or older or aged under 18 years old with parent or legal guardian permission to enter.</li></ul> <p>The following categories of people are not eligible to enter the competition:</p> <ul style="list-style-type: none"><li>• any person who resides in New South Wales, Victoria, South Australia, Western Australia, Tasmania, the Australian Capital Territory, the Northern Territory or outside of Australia;</li><li>• any person who is involved in conducting this competition and their immediate family members; and</li><li>• any person who is employed by Aurizon or its related bodies corporate.</li></ul>
<b>Competition Period</b>	9am (AEST) on 17/03/2023 to 5pm (AEST) on 28/05/2023.
<b>Entry Method</b>	<p>During the Competition Period, entrants must submit a completed Competition Entry Form via one of the following channels:</p> <ol style="list-style-type: none"><li>a) submit entry details via the Aurizon website – <a href="http://www.aurizon.com.au/firebirds">www.aurizon.com.au/firebirds</a>; or</li><li>b) email their name, phone number, and address to <a href="mailto:firebirdsmcompetition@aurizon.com.au">firebirdsmcompetition@aurizon.com.au</a> during the Competition Period.</li></ol>
<b>Competition Entry Form</b>	<p>The Competition Entry Form can be found at:</p> <p><a href="http://www.aurizon.com.au/firebirds">www.aurizon.com.au/firebirds</a></p>
<b>Entry Limits</b>	Entrants may only enter once.
<b>Prize Details</b>	<p>There is one (1) prize to be won.</p> <p>The prize is</p> <p>1 x 9 seat Corporate Box including catering at the Queensland Firebirds v New South Wales Swifts; Sunday 11 June 2023 at 4pm (AEST).</p> <p>Prize does not include Flights, Accommodation, Transfers, or Parking.</p>

	The total prize is valued at \$2,000 (inc GST)
<b>Draw Date &amp; Location</b>	12pm (AEST) on 29/05/2023 at Aurizon Head Office, 900 Ann Street, Fortitude Valley QLD 4006
<b>Winner Determination</b>	<p>The first valid entry randomly drawn from all valid entries received during the Competition Period will win the prize.</p> <p>Entries will be drawn using a computer-generated random number system.</p> <p>Aurizon may draw five additional reserve entries at the prize draw and record them in case of an invalid entry, ineligible winner or unclaimed prize.</p>
<b>Winner Notification and Publication</b>	The winner will be notified by phone and email within two days of the draw and their name and location of residence will be published on the Aurizon Internet site and via Aurizon Social Media accounts.
<b>Prize Claim Date and Time</b>	Prize must be claimed by 5pm (AEST) on 02/06/2023.



## Entering the Competition

1. Entrants may only send one Competition Entry Form to the competition. Entrants who enter using multiple aliases may be disqualified.
2. Entries must be received through a valid Entry Method during the Competition Period using a fully completed Competition Entry Form. Entries are deemed to be received at the time the completed Competition Entry Form is received by Aurizon via email or the Aurizon website – [www.aurizon.com.au/firebirds](http://www.aurizon.com.au/firebirds) (as applicable) and not at the time of submission by the entrant. Entrants are responsible for their own costs associated with entering this competition including accessing the internet to enter via the Aurizon website and/or emailing their completed details to Aurizon via email.
3. Aurizon is not responsible or liable for any entrant errors, technical malfunction, other issues with communications and/or mail networks, late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries or claims for prizes including when caused by error, omission, tampering, theft or destruction.
4. Aurizon reserves the right, at any time in its sole discretion, to:
  - a. disqualify any entry and/or individual (including the winner) who Aurizon has reason to believe has breached any of these terms and conditions, tampered with the entry or draw process, engaged in any unlawful or other improper misconduct which impacts the fair and proper conduct of the competition or who otherwise acts in a disruptive manner or with behaviour that may diminish or harm Aurizon's reputation or the reputation of any of Aurizon's related bodies corporate, agencies or companies associated with this competition; and
  - b. terminate, modify or suspend this competition, or invalidate entries if Aurizon considers this competition is not capable of running as planned, including due to fraud, tampering, unauthorised intervention, computer viruses/bugs, communication network or postage failures, technical failure or any cause beyond Aurizon's control.
5. Entrants who are under 18 years of age: Entry for Queensland residents under the age of 18 is subject to consent from the legal guardian or parent of the entrant. To be a valid entry, Aurizon will seek to confirm consent from the legal guardian or parent of the entrant to enter this competition and agreeing to these terms and conditions on behalf of the entrant. Each entrant's consenting parent or legal guardian is responsible for ensuring their familiarity with these terms and conditions. Any Competition Entry Form that does not include contact details for a legal guardian or parent for entrants who are under 18 years of age at the time of entry will be deemed invalid at Aurizon's discretion.

## Prize

6. The prize is 1 x 9 seat Corporate Box including catering at the Queensland Firebirds v New South Wales Swifts; Sunday 11 June 2023 at 4pm (AEST).
7. The prize does not include individual costs associated with claiming the prize such as flights, accommodation, transfers, or parking.
8. The entrant agrees that the prize may be subject to changes in scheduling. Aurizon will have no liability for any inability or failure of the winner to attend any rescheduled game.
9. The prize is not transferable, exchangeable or redeemable for cash. The prize may include a unique experience and Aurizon accepts no responsibility for any variation in prize value. The entrant agrees that Aurizon may substitute the prize to a similar prize of the same or greater value than the original prize if any portion of the prize is unavailable for any reason.

## Draw & publishing winning entries

10. This competition is a game of chance. The draw will be conducted at random at the time, on the date and at the location as stated in the Draw Date & Location.
11. Aurizon may draw five additional reserve entries at the draw and record them in case of an ineligible entrant, an invalid Competition Entry Form or an unclaimed prize (**Reserve Winners**).
12. The winner will be notified in accordance with the Winner Notification and Publication section of these conditions.
13. Aurizon recommends that the winner seeks independent financial advice. For GST purposes, where this competition involves supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

## Claiming the Prize & unclaimed Prizes

14. To claim the prize, the winner of the prize draw must respond to Aurizon's notification under paragraph 12 by the Prize Claim Date and Time.
15. Aurizon may require the winner (or their legal guardian or parent) to provide proof of identity and residency and a declaration that the winner meets the Eligibility to enter this competition.
16. The winning entry will be discarded, and Aurizon will issue the Prize to the first drawn Reserve Winner if:
  - a. the prize has not been accepted or claimed in accordance with the Prize Claim Date and Time or if, after making all reasonable attempts, Aurizon cannot contact the drawn winner (or the drawn winner does not contact Aurizon) by the Prize Claim Date and Time; or
  - b. a winning entry is deemed ineligible, does not to comply with these conditions of entry, or does not contain all required items on the Competition Entry Form.

17. The first drawn Reserve Winner's entry will be discarded, and Aurizon will issue the Prize to the next drawn Reserve Winner, subject to any requirements of the relevant gaming authorities, if paragraph 16 applies and:
- a. for any reason the first drawn Reserve Winner does not claim the Prize within 1 business day after the Prize Claim Date and Time; or
  - b. after making all reasonable attempts, Aurizon cannot contact the first drawn Reserve Winner within 1 business day after the Prize Claim Date and Time; or
  - c. the first drawn Reserve Winner's entry is deemed ineligible, does not to comply with these conditions of entry, or does not contain all required items on the Competition Entry Form.
18. Aurizon will continue to declare a winner from the Reserve Winners using the method in paragraph 17 (in the order in which they were drawn) until the prize is claimed or the Reserve Winner entries are exhausted. All conditions relating to a winner also apply to a Reserve Winner.

### **Liability & release**

19. All decisions of Aurizon for this competition are final and any dispute regarding the conduct of the competition, the outcome or the claiming of the prize will be determined between Aurizon and the disputing entrant.
20. The entrant agrees that Aurizon and Aurizon's related bodies corporate, agencies and companies associated with this competition will not be liable for, and the entrant releases such entities from any claims for:
- a. any losses (including, without limitation, indirect, special or consequential losses or loss of profits), expenses, damage, personal injury, illness or death which is suffered or sustained (whether or not arising from any person's negligence or otherwise) in connection with this competition or in connection with accepting or using any prize;
  - b. any additional costs incurred by the winner or any other person in connection with the use of a prize, including in relation to travel costs;
  - c. any losses if any part of the prize that includes a ticketed event is cancelled, varied or rescheduled for any reason; and
  - d. any tax implications or tax expenses arising from prize winnings.
21. If any liability cannot be excluded under paragraph 20 by law, the entrant agrees that such liability is limited to the minimum amount allowable by law.
22. Aurizon may promote or advertise this competition using social media platforms, including but not limited to Facebook, Instagram, LinkedIn, Twitter or other social media platforms (**Social Media Platforms**). This competition is not sponsored, endorsed or administered by, or associated with the Social Media Platforms. Entrants acknowledge that they are providing their information to Aurizon and not providing information to any Social Media Platforms. Each entrant agrees to completely release all Social Media Platforms from any and all liability.

23. Nothing in these terms and conditions is intended to restrict, exclude or modify any statutory consumer rights.

### **Promotional activity & intellectual property**

24. The winner must, at Aurizon's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of the prize, free of charge, and they consent to Aurizon using their name, other personal information and image in promotional material including on Social Media Platforms.

25. By submitting a Competition Entry Form, the entrant assigns to Aurizon ownership in, and all intellectual property rights (including copyright) in their Competition Entry Form.

### **Privacy**

26. All entries will be the property of Aurizon. By entering this competition, Aurizon and/or its related bodies corporate will collect personal information (including the person's name, age and other details shown on the Competition Entry Form) in order to conduct the competition, promote Aurizon and publicly announce the winner. Entrants' consent to Aurizon using their personal information for these purposes. If Aurizon cannot collect personal information, the individual will be unable to enter the Competition.

27. Aurizon may disclose entrants' personal information to its related companies, contractors and agents to assist in the purposes listed in these conditions, including conducting the competition. By entering this competition, entrant's consent to the storage of their personal information on Aurizon's database. Some of Aurizon's technology and operational service providers are located outside Australia and Aurizon may disclose personal and sensitive information overseas when using their services.

28. Please read Aurizon's Privacy Policy at <http://www.aurizon.com.au/site-usage/privacy-policy> for information about:

- a. how entrants can seek access to the personal information Aurizon holds about them and seek the correction of such information; and
- b. how entrants can complain about a privacy breach and how Aurizon will deal with such a complaint.

Entrants can also contact Aurizon's Privacy Officer at [legal@aurizon.com.au](mailto:legal@aurizon.com.au) or via telephone 13 23 32.