

“BRONCOS VEGAS” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 21 years or over.
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 1st cousin.
4. Entries into the promotion open on 03/02/24 and close at 11:59PM AEDT on 11/02/24 ("**Promotional Period**").
5. To be eligible to enter, individuals must, during the Promotional Period, complete the following steps:
 - (a) Visit and follow the Promoter's Facebook Page ([@BCFAustralia](#));
 - (b) Locate the Promoter's promotional post on Facebook;
 - (c) Comment (in 25 words or less) or post a video (of 30 seconds or less in duration) on the promotional post telling us: "how you (and your mate) are the perfect candidates for the job and the ultimate BCFing footy Fan-bassador. We want to hear the best pitch on how you would bring #ThatBCFingFellin' to Vegas".

For clarity, entrants' profiles must be set to public.

6. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per answer submitted to the promotional question on the promotional post in accordance with clause 5; (b) each entry must be substantially unique; and (c) each entry must be submitted separately and in accordance with entry requirements.
7. 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 individual 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 may 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.
8. Incomplete or indecipherable entries will be deemed invalid.
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. The judging will take place at BCF, 6 Coulthards Avenue, Strathpine, QLD 4500 on 12/02/24 at 10:00AM AEDT. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. Winner will be notified by Facebook direct message on 13/02/24 at 10AM AEDT. Winner must respond to this direct message by 11:59PM AEDT on 15/02/24 in order to be a valid winner. If the winner does not respond within this timeframe, the prize will be forfeited and be awarded

to a reserve winner. For clarity, the reserve winner will until 11:59PM AEDT on 16/02/24 to respond to the direct message else they will forfeit the prize.

11. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on creative merit, literary merit (where applicable), originality and engagingness. The Promoter's decision is final and no correspondence will be entered into.
12. The best valid entry, as determined by the judges, will win the ultimate Vegas trip to Las Vegas, USA for two (2) adults valued at \$12,798. Prize includes:
 - Return airfares from Brisbane, Queensland to Las Vegas, USA, departing 27/02/24;
 - Five (5) nights' accommodation twin share in New York, New York Hotel & Casino, Las Vegas (27/02/24 – 03/03/24 inclusive);
 - Return transfers from Las Vegas airport to hotel accommodation in Las Vegas;
 - Two (2) tickets to the 'Captain's Run' (scheduled to take place on 01/03/24);
 - Two (2) tickets to the Brisbane Broncos vs Sydney Roosters match (scheduled to take place on 02/03/24) at Allegiant Stadium Las Vegas (winner may upgrade tickets at an additional cost, subject to availability);
 - Transfers to and from the matches; and
 - Entry into an exclusive CBT Member's function on 29/02/24, including transfers, entry, food and drinks.
13. Spending money, meals (other than those included), taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Trip is scheduled to take place between 27/02/24 and 05/03/24. Itinerary to be determined by the Promoter in its absolute discretion. Prize is subject to the standard terms and conditions of individual prize and service providers. Frequent flyer points will not form part of the prize. Winner may be required to present their credit card at time of accommodation check in. For the sake of clarity, winner's companion must be aged 21 years or over.
14. The winner and their companions must depart from and return to the same departure point and travel together including staying in the same hotel accommodation. For clarity, any cost associated with travelling to and from Brisbane, Queensland is **not** included.
15. Winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and other travel documentation (including, without limitation, proof of COVID-19 vaccination in an appropriate form, if required) at their own cost.
16. The rugby matches and function element of the prize is subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or their companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
17. In the event of war, terrorism, state of emergency, government lockdown, pandemic, endemic or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
18. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of the prize) with a prize to the equal value and/or specification.

19. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
20. Prize (or any element of the prize) is not transferable or exchangeable and cannot be taken as cash, unless otherwise stated.
21. The total prize pool is valued at \$12,798.
22. 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:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original literary work of the entrant or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator’s/creators’ moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others’ computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

23. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
24. Entrants consent to the Promoter 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.
25. 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, pandemic, 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.

26. Any cost associated with accessing the Promoter's social media pages is the entrant's responsibility and is dependent on the Internet service provider used.
27. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook or Instagram. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook or Instagram. Facebook or Instagram will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
28. 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.
29. 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 death; 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) any tax liability incurred by a winner or entrant; (f) if the Brisbane Broncos event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; or (g) use of the prize.
30. As a condition of accepting a prize, winner may be required to sign any legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
31. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at <https://www.bcf.com.au/customer-service/privacy-policy.html>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia.

32. The Promoter is SRG LEISURE RETAIL PTY LTD TRADING AS BCF - BOATING, CAMPING, FISHING (ABN 51 110 667 411) ("BCF") of 6 Coulthards Ave, Strathpine QLD 4500 ("**Promoter**").