

SACA METROPOLITAN & COUNTRY COMPETITIONS 2023-24 SURVEY PROMOTION

1. Participants and compliance with terms.

1.1 For the purposes of these Terms and Conditions:

- (a) **Adelaide Oval** means Adelaide Oval, War Memorial Drive, North Adelaide, SA 5006.
- (b) **SACA** (South Australian Cricket Association) means the State Sporting Organisation responsible for the administration and promotion of cricket in South Australia.
- (c) **SACA Metropolitan & Country Competitions** means the competitions governed by the following associations which are provided administrative support by SACA Community Cricket.
 - i. Alexandra & Eastern Hills Cricket Association
 - ii. Barossa & Light Cricket Association
 - iii. Hills Cricket Association
 - iv. Millicent & Naracoorte Cricket Association
 - v. Mount Gambier & District Cricket Association
 - vi. North Eastern Junior Cricket Association
 - vii. Para Districts Cricket Association
 - viii. Port Lincoln Cricket Association
 - ix. South Central Junior Cricket Association
 - x. Tatiara District Cricket Association
 - xi. Western Suburbs Junior Cricket Association

1.2 The following terms and conditions (**Terms and Conditions**) apply for the SACA Metropolitan & Country Competitions 2023-24 Survey Promotion (**Promotion**).

1.3 The promoter is the South Australian Cricket Association Limited (ABN 44 623 135 393) of Level 2, Riverbank Stand, Adelaide Oval, War Memorial Drive, North Adelaide, SA 5006 (**Promoter**).

1.4 The Promotion period commences on Monday, 5 February 2024 at 9:00am (ACDT) and concludes at 11:59pm (ACDT) on Sunday, 3 March 2024 (**Registration Period**).

1.5 Entry is only open to Australian residents aged 18 and over who participated, volunteered or had a child participate in the SACA Metropolitan & Country Competitions and who otherwise comply with these Terms and Conditions (**Entrant**).

1.6 An Entrant may enter into the Promotion by: (i) accessing the survey at; <https://forms.office.com/r/ZA5hOGruir> (ii) completing the requested details, including their

name and contact details and answering all the questions in the survey as promoted on the website; and (iii) submitting the completed survey.

- 1.7 The Promoter reserves the right, at any time, to verify the validity of Entrants and disqualify any Entrant who does not comply with these Terms and Conditions or who tampers with the entry process.
- 1.8 Employees and their immediate families of the Promoter and its agencies associated with this Promotion are ineligible to enter.
- 1.9 Information on how to enter the Promotion, the Prize and other details contained within promotional advertisements form part of these Terms and Conditions.
- 1.10 It is a condition of accepting the Prize that the winner must agree to be bound by, and comply with, these Terms and Conditions.

2. Prizes on offer

- 2.1 The Promotion winners will win one of the following prizes in the prize pool (the **Prizes**).
 - a) 1st Prize – 1x BBL|14 General Admission Adelaide Strikers Family (2+2) Membership.
 - b) 2nd Prize – 1x WBBL|10 General Admission Adelaide Strikers Family (2+2) Membership.
 - c) 3rd Prize – 1x Adelaide Strikers playing top signed by the WBBL|09 Championship winning squad.
 - d) 4th Prize – 1x Adelaide Strikers bat signed by the BBL|13 squad.
 - e) 5th Prize – 1x South Australian Redbacks cap signed by the 2023/24 squad.
 - f) 6th Prize – 1x South Australian Redbacks cap signed by the 2023/24 squad.
 - g) 7th Prize – 1x South Australian Redbacks cap signed by the 2023/24 squad.
 - h) 8th Prize – 1x South Australian Scorpions cap signed by the 2023/24 squad.
 - i) 9th Prize – 1x South Australian Scorpions cap signed by the 2023/24 squad.
 - j) 10th Prize – 1x South Australian Scorpions cap signed by the 2023/24 squad.
- 2.2 Total value of the Prize pool is up to AUD \$4,000 (GST inclusive). Prize value is based on the Promoter's estimated value of the Prize at the time of printing. The Promoter accepts no responsibility for any variation in the value of the Prize.
- 2.3 The Prize is not transferrable, exchangeable or redeemable for cash.

3. How to win the Prizes

- 3.1 The Prize draw will be conducted at the Promoter's offices at Level 2, Riverbank Stand, Adelaide Oval, War Memorial Drive, North Adelaide, SA 5006 (**Draw Location**) on Monday, 4 March 2024 at 9:30am (ACDT) to select ten (10) Entrants to win the Prizes (**Prize Draw**). The Promotion is a game of chance and the winning Entrants will be selected at random by lot.
- 3.2 The winners will be notified in accordance with clause 4.1 below.
- 3.3 If the Prize is not claimed by the winning Entrant by 12:30pm (ACDST) on Tuesday, 12 March 2024, or a "winning" entry is deemed invalid in accordance with clause 4.3 below, a redraw will be conducted on that date and time at the Draw Location by a representative of the Promoter from the remaining Entrants to the Promotion (**Redraw**).
- 3.4 The Promoter's determination in respect of the use of its reasonable endeavours to contact the winning Entrants and any decision to conduct a Redraw shall be at the Promoter's

absolute discretion, with the Promoter's decision being final and no correspondence being entered into.

3.5 The Redraw winner, if any, will be notified in accordance with clause 4.1 below.

4. Notification of winners

4.1 The winner of each Prize will be notified by email within 48 hours of the Prize Draw. The winners' names will be published on the Promoter's website (www.sacajuniorcompetitions.com.au) within 7 days of the Prize Draw and will remain on the website for a minimum of twenty-eight (28) days.

4.2 The Promoter's decision on the Promotion winners is final and no correspondence will be entered into.

4.3 The Promoter may in its absolute discretion deem a "winning" entry invalid subsequent to the winner being notified or the winner's name being announced if it is discovered that the winner did not enter the Promotion in accordance with these Terms and Conditions and/or the winner does not agree to be bound by these Terms and Conditions. In those circumstances, the Promoter reserves the right to conduct a Redraw in accordance with clause 3.3 above. The Promoter's decision is final, and the Promoter will not enter into correspondence regarding the result.

5. Other terms

5.1 The winners consent to the Promoter using the winner's and/or the winner's child (who participated in the SACA Metropolitan & Country Competitions)'s name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any broadcast, print media, point of sale material, newsletters and other media for an unlimited period without remuneration or compensation for the purpose of promoting the Promotion (including any outcome), and promoting the Promoter.

5.2 The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in this Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

5.3 The Promoter reserves the right, at any time, to verify the validity of entries and Entrants (including a person's identity, age and place of residence). Identification, age, residency and entry considered suitable for verification is at the discretion of the Promoter.

5.4 The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

5.5 If the 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law, and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

- 5.6 Except for any liability that cannot be excluded under the Consumer Guarantees (as defined below) or other applicable law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury, death or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following: any technical difficulties or equipment malfunction (whether or not under the Promoter's control); any theft, unauthorised access or third party interference; 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; any variation in Prize value to that stated in these Terms and Conditions; any tax liability incurred by any Entrant; any part of the Prize; or use of the Prize.
- 5.7 In these Terms and Conditions, **Consumer Guarantees** means the consumer guarantees which apply to the supply of products or services under the Australian Consumer Law set out in Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, or other similar legislation of a state or territory of Australia.
- 5.8 To the extent permitted by law, Entrants agree to indemnify and hold harmless the Promoter and each of its agents, instrumentalities, officers and employees and to keep them indemnified, against all loss, actions, proceedings, costs, expenses (including legal fees on a solicitor and own client basis), claims and damages arising from any breach by the Entrant, of these Terms and Conditions and any award, acceptance, use of the Prize.
- 5.9 The Promoter's decision in relation to any aspect of the Promotion is final and binding on every Entrant and no correspondence will be entered into.
- 5.10 The Promoter collects personal information (**PI**) for the purpose of conducting this Promotion and awarding the Prizes (which may include disclosure to third parties for the purpose of processing and conducting the Promotion, including but not limited to its agents, contractors, service providers and prize suppliers) and for promotional purposes surrounding this Promotion. Entry is conditional on providing this PI. The Promoter will use and handle PI as set out in its privacy policy, which can be viewed at www.saca.com.au. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. In order to do this, the Promoter may share the Entrant's details with their service providers who are contract-bound to protect the Entrant's privacy. Some of these service providers may be located overseas. The Promoter's Privacy Policy sets out the location of overseas recipients and contain information about how Entrants may opt out, access, update or correct their PI, how Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. More information can be obtained by calling the Promoter on (08) 8300 3800 during office hours. A request to access, update or correct any PI should be specifically directed to the Promoter at metrocomps@saca.com.au.
- 5.11 The conduct of the Promotion and these Terms and Conditions are governed by the laws of South Australia. By submitting an entry, the Entrant submits to the exclusive jurisdiction of the courts of South Australia.
- 5.12 The Promoter reserves the right to vary these Terms and Conditions from time to time. The latest version of these Terms and Conditions can be viewed at www.sacajuniorcompetitions.com.au.