

CNW FOOTYTIPS.COM.AU GENERAL TERMS & CONDITIONS

REGISTRATION

1. Registration to the Web Site and entry into any Promotion conducted on the Web Site is free.

DEFINITIONS

2. In these Terms & Conditions, the following capitalised words and phrases have the meanings set out opposite them:

'Away Team' means the team that is listed by the sporting code as playing away from their home ground. If the Code does not nominate an Away Team, the Away Team will be nominated at the discretion of the Promoter and will be posted on the Web Site. An Away Team may not be nominated for finals matches if included.

'Code' means the series of Matches of the sporting code listed on the Web Site.

'Margin Game' means the Match selected by the Promoter in a given Round for which Participants are required to select the winning margin. In the event of tipping for any Code containing Cricket, the Margin Game will consist only of selecting the highest individual batting score;

'Match' means a single game conducted by the relevant Code, between member teams of that Code, in a Season that is made available on the Website. For some tipping in any Code containing Cricket, a Match for the purposes of this website may be tipping the outcome of events within a single game;

'Participant' means a person who is eligible to participate and registers for or participates in any of the Promotion(s) by logging into the Web Site with their username and password;

'Promotion' means any tipping competition for any Season of Matches or Rounds in a Season, of any Code made available on the Web Site whereby winning entries are based on the Results of Matches (for tipping promotions) at the conclusion of the relevant Round or Season, as the case may be;

'Results' are the results or outcomes of Matches as officially determined by the relevant Code in accordance with the rules of that Code following the completion of a Round;

'Round' means a round of the relevant Code conducted during that Code's Season that is made available for tipping as outlined on the website. Where a Code does not have a determined Round structure, rounds will be determined at the discretion of the Promoter and outlined on the Web Site;

'Round Margin' means the number of points between the margin entered by the Participant for the team they tip to win in a Margin Game and the actual margin for that team in the Margin Game. The Round Margin will be calculated depending on whether the Participant has tipped the winning team for the Margin Game. If the Participant has tipped the winning team for the Margin Game, the Round Margin will equal the difference between the actual margin and the margin entered by the Participant. If the Participant tipped the losing team, the Weekly Margin will equal the actual margin plus the margin entered by the Participant. Participants with a lower Weekly Margin will be ranked higher than those with a higher Weekly Margin. In the event of tipping for any Code containing Cricket, the Round Margin will be the difference between the predicted highest individual batting score and the actual highest individual batting score;

'Season' means the series of home and away games (or series of Matches as indicated otherwise on the Web Site) for a Code as listed on the Web Site. At the discretion of the Promoter, Seasons may or may not contain the finals series for the Code available for any Promotion and will be posted on the Web Site;

'Score' means the allocation of points to a Participant for the correct selection of a Match as defined by the website;

'Total Margin' means the sum of the Round Margins for all Rounds to date in a given Season for a particular Participant. Participants with a lower Accumulative Margin will be ranked higher than those with a higher Accumulative Margin, subject to further conditions;

'Web Site' means the website of the Promoter at <http://www.footytips.com.au>, accessible on the Internet through the World Wide Web or through any mobile App of the Promoter.

ENTRY CONDITIONS

3. Information on how to enter and scoring as posted on the Web Site forms part of these Terms & Conditions. These Terms and Conditions serve as separate Terms and Conditions for the Promotions being conducted for any of the Codes referred to on the Web Site. Any persons not complying with these Terms & Conditions are ineligible and the Promoter reserves its absolute right to disqualify any person from the Promotions if any entries do not comply with these Terms & Conditions. Entry into

any Promotion is deemed to constitute full and unconditional acceptance of these Terms & Conditions.

4. Promotions are open to residents of Australia and (and other countries where the law allows residents to enter Promotions of this nature). The Promoter reserves the right, in its sole discretion, to verify the identity of any Participant. If the individual is found to have registered as more than one Participant in any single Promotion, the Promoter reserves the right to disqualify the Participant, or restrict their access to the Promotions.

5. Entry into any Promotion conducted on the Web Site is available for the Codes as specified on the Web Site anytime during the relevant Season provided there is one game within the final Round that has not commenced.

6. The Promoter however reserves the right not to accept any registration (i) for any Participant if the registration contains anything defamatory or is otherwise offensive or inappropriate in any way, as determined by the Promoter in its absolute discretion, or (ii) any registration that the Promoter reasonably suspects have been created using a computerised scripting tool.

7. The Participant's registration, participation in any Promotion and use of the message board functions on the Web Site can be withdrawn at any time during or after any Promotion due to defamatory or otherwise offensive or inappropriate conduct, including any such conduct on messaging chat boards on the Web Site, or any other actions that violate these Terms & Conditions, as determined by the Promoter in its absolute discretion. Participants are strictly prohibited from marketing, promoting, offering or selling any goods or services using the message board functions on the Web Site and any such actions shall be deemed a breach of these Terms & Conditions and cause for removal.

8. Promoter reserves the right to remove any messages that is defamatory or otherwise offensive or inappropriate, as determined by Promoter in its sole discretion.

TIPPING PROMOTIONS

9. To enter any tipping Promotion for any particular Code, a Participant must:

a. Make a selection of the teams the Participant tips to win and the margin by which they expect the winning team's score to exceed the losing team's score for each specified Margin Game for a nominated Round. Some Codes may allow a draw to be selected, as outlined on the Web Site, in which case the margin tipped for that Match must be zero (0). A margin is required for the Margin Game in each Round as specified on the Web Site.

b. Participants will be allocated the Away Teams for the Code they have indicated as their favourite Code if they fail to do so and be entered into the Promotion.

10. Participants will be allocated one (1) point towards their Score for each correct selection of a Match (or for correctly tipping a draw, if this is permitted at the discretion of the promoter). In the event of a Match in a given Round being drawn (where tipping a draw is not permitted for that Code), cancelled, abandoned, not completed or not played for any reason and/or a Result is not officially declared within three (3) days of the date the Match was originally scheduled to be played, it is treated as a win for both teams competing in that Match for the purposes of calculating each Participants' Score.

11. A Participant may make or change a tip for a given Match in a Round at any time prior to the scheduled starting time of that Match.

12. If a Participant does not submit tips for a given Match in a Round, a default Score will be allocated via one of the two following methods depending on the Code, as set out on the Web Site:

a. For Codes with the Away Team as a default Score, the Participant will have the Away Team nominated as their tip for a Match, and if the Away Team wins that Match the Participant will be awarded one (1) point. In the case where a Participant does not submit a tip for a Margin Game, their margin tipped for that Margin Game will be deemed to be zero (0). If there are no tips received for a Round at all, then all the Away Teams for that Round will be nominated as that Participant's tips but there will be a maximum number of points allocated to the Participant for a given Round, as outlined on the Web Site for that Code.

b. For Codes without the Away Team as a default Score, the Participant will not receive any points for any Matches or Rounds in which tips are not submitted.

Should a Participant enter the Promotion after the commencement of any Round or Season, then the Participant will be allocated a default Score in the same manner as if they were a Participant at the commencement of the Season and had failed to enter any tips.

13. In order to determine the results in each Round, Participants will be ranked:

a. firstly by their Score, where the highest Score has the highest rank;

b. then, in the case of a tie, by each Participant's Round Margin for the same Round, where the lowest Round Margin has the highest rank;

c. then, in the case of a further tie, by each Participant's Accumulative Margin for the Season to date, where the lowest Accumulative Margin has the highest rank; and

d. the, in the case of a further tie, the Participant who first initially registered to participate (either in a current Season or in a previous Season) has the higher rank.

Round rankings will be determined no later than 72 hours after the last Match of the particular Round has ended.

14. The end of Season rankings for each Code will be determined:

a. firstly by the Participant's total Score for all Rounds;

b. then, in the case of a tie, by each Participant's Accumulative Margin for the Season;

c. then, where Participants have identical Scores and identical Accumulative Margins, the Participant with the lowest Round Margin for the last Round within the Season will be ranked highest; and

d. then, in the case of a further tie, the Participant who first initially registered to participate (either in a current Season or in a previous Season) has the higher rank.

End of Season rankings will be determined no later than 72 hours after the final Round of the Season has been completed.

GENERAL TERMS

15. Any cost associated with accessing the Web Site is the Participant's responsibility and is dependent on the Internet service provider used. A Participant electing to access the Web Site via wireless platforms for the purpose of registering for and/or entering tips may be subject to content service fees imposed by its telecommunications provider. No revenue sharing or commission arrangement exists between the Promoter and the telecommunications provider in relation to any such transactions.

16. Grand Prize pool national competition \$15000 (1st prize - \$4000, 2nd prize - \$2500, 3rd prize - \$1000).

17. The Promoter reserves the right, at any time, to verify the validity of registrations and site activity and the eligibility of applicants and Participants (including an applicant's or Participant's identity, age and place of residence) and to disqualify any Participant who submits a registration, tip or any other information on the site that is not in accordance with these Terms and Conditions or who tampers with the registration or any processes of the website (including but not limited to tampering by way of use of techniques designed to avoid the payment of SMS costs). Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

18. Except for any liability that cannot be excluded by law, the Promoter and its agencies associated with this Promotion (including their respective officers, employees and agents) are not liable and do not accept responsibility for:

a. a Participant's tips that are not received or which are received and subsequently corrupted or rejected by the Web Site server and/or Premium SMS Number service, whether or not after receipt by the Promoter;

b. any lost, misdirected or corrupt emails or SMS messages to or from the Web Site and/or Premium SMS Number service;

c. the Web Site not being available for use at any time;

d. any loss or damage whatsoever (including but not limited to direct, indirect or consequential loss) or personal injury suffered or sustained in connection with a Participant's participation in the Promotion or otherwise relating to the conduct of the Promotion, however caused, including failure of the Web Site and/or Premium SMS Number service or incorrect or corrupt data supplied by the Promoter to a Participant;

e. any theft, unauthorised access or third party interference; or

f. any tax liability incurred by a Participant.

19. Information about Participants is used by the Promoter to assess and process registration in the Promotion. If an applicant does not provide the required information, the Promoter cannot process the registration. All entries become the property of the Promoter and will be entered into a database. Information emanating from the Participant's participation in the Promotion is used by the Promoter and its agents for the purpose of determining Promotion results. Participants hereby given

their consent to publishing their name and Score in the results section of the Web Site and as otherwise set out in these Terms and Condition. The Promoter will not be held responsible for any loss of reputation, status or otherwise in connection with a Participant's tipping selections and consequential results. It is a condition of entry that Participants consent to these uses and disclosures of their information for purposes of the Promotions.

20. By entering any Promotion, Participants agree that any personal information supplied by them when entering the Promotions will be used by the Promoter in accordance with The Walt Disney Company Privacy Policy, available at <https://disneyprivacycenter.com/privacy-policy-translations/english/>. All Participants may have their details removed from the Promoter's database by contacting the Promoter.

21. Notwithstanding the Promoter's rights to not accept or to subsequently disqualify a Participant, the Promoter will not be liable for any legal action arising out of any Participant's name or postings on the Web Site being defamatory or unsightly to the public at large, except for any liability that cannot be excluded by law. By participating in the Promotion, the Participant agrees to indemnify the Promoter, its agents, contractors and related companies from any legal action, claim or dispute arising in relation thereto.

22. In the event there is a dispute concerning the conduct or administration of any Promotion, the decision of the Promoter is final and no correspondence will be entered into.

23. The use of any automated entry software or any other mechanical or electronic means that permits any person to enter any Promotion repeatedly is prohibited and all Participants or entries reasonably suspected of originating from a Participant engaging in such practices will be terminated at the Promoter's sole discretion.

24. By entering any Promotion all entrants:

a. assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;

b. agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns licensees and successors in title;

c. undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

25. A failure by the Promoter to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or Participant.

26. As a member of the Web Site, the Participant agrees to receive one email per week from footytips.com.au that contains an advertisement from a sponsor of footytips.com.au. The Participant can elect to be excluded from said emails however some Web Site features may be made unavailable.

27. The promoter reserves the right to update these Terms and Conditions from time to time. Changes will be posted on the Web Site.

28. The Promoter is ESPN Australia Pty Ltd. ABN 40 091 402 327 of Level 3, 68 York St, Sydney, NSW, 2000 Australia ('Promoter').

29. Apple, the Apple logo, and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries. Apple Watch is a trademark of Apple Inc. App Store is a service mark of Apple Inc.

30. Android, Google Play and the Google Play logo are trademarks of Google Inc.

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