

## **Swan Plumbing Supplies Tipping Competitions Terms and Conditions**

### **1. General**

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### **2. Modifications of Terms and Conditions**

Swan Plumbing Supplies reserves the right to amend, vary, change, modify, add or remove all or any portion of the Terms and Conditions in its sole and absolute discretion at any time and without prior notice to you. Any changes will operate prospectively. Your continued use of the Site is taken to be implied acceptance by you of the Terms and Conditions as modified from time to time. Please check this page periodically for any modifications. You must refrain from using this Site if you do not agree with or if you do not accept any of these Terms and Conditions.

### **3. Information Provided by You**

In the course of using this Site, you may be required to provide us with certain information, including as part of the sign-up process. It is your responsibility to provide us with information that is accurate, complete and correct. SPS and GTO takes no responsibility for any errors that may occur as a result of you providing SPS and GTO with incorrect, incomplete, outdated or otherwise invalid information. The personal information supplied by participants of a Tipping Competition will be used by GTO in accordance with its privacy policy. Please refer to the privacy policy on this Site for further information relating to our treatment of your personal information.

#### **4. GTO Software**

GTO is the owner of, and has absolute title to all of the software used on or in conjunction with, or referred to, on this Site, including but not limited to all tipping software and software relating to tipping competitions ("GTO Software").

#### **5. Tipping Competitions**

SPS and GTO does not warrant that results of a Tipping Competition will always be accurate and SPS and GTO takes no responsibility if the results are inaccurate or not available for any reason.

#### **6. Tipping Pages**

SPS has absolute ownership and control over the Tipping Pages. SPS has unfettered discretion in relation to the Tipping Pages, including but not limited to unfettered discretion in relation to all advertising that may appear on the Tipping Pages from time to time.

#### **7. Disputes**

You are solely responsible for your interactions with other users of the Site, third party developers or any other parties with whom you interact through the Site (or any related applications of the Site). SPS reserves the right, but has no obligation, to become involved in any way with these disputes. In the event that SPS elects to become involved with any dispute, the decision of SPS is final and no correspondence will be entered into.

#### **8. Cookies**

We may use cookies to gather data in relation to this Site and you consent to us doing so (although you may be able to disable cookies on your web browser).

#### **10. Advertising**

You consent to the use of cookies by any third party advertisers on the Site or on any Tipping Pages.

#### **11. Secure Data**

Given the nature of the internet, SPS and GTO cannot guarantee that any data transmission is totally secure. Whilst we take precautions to protect information, we do not warrant and cannot ensure the security of any information you transmit to us. You therefore transmit to this Site at your own risk. However, once we receive your transmission, we will take reasonable steps to preserve its security. If you become aware of any problems with the security of the data or the Site, please contact us immediately through the "Contact" page on the Site. When you sign up or register to become a member of the Site, you will be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not use the account, username, email address or password

of another member at any time or to disclose your password to any third party. You are solely responsible for any and all use of your account.

## **12. Viruses**

Given the nature of the internet, SPS and GTO cannot guarantee that this Site is free from viruses, faults or other conditions which could damage or interfere with your computer systems, and we do not warrant that your access to this Site will be uninterrupted, error free or that any defects will be corrected. You assume the risk of any damage to your property as a result of using this Site, and to the maximum extent permitted by law; we disclaim all liability for any errors, omissions and faults. You must take your own precautions to ensure that the process which you use for accessing this Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Site or any linked website.

## **13. Disclaimer of Warranties and Liability**

SPS and GTO make no representations or warranties of any kind, express or implied, in relation to any information, content, materials or products included in or contained on this Site or to the availability, functionality, performance or suitability for intended use of such information, content, materials or products. We do not, nor do our officers, employees, agents and other representatives accept responsibility for any damages (including, without limitation, consequential, special, incidental, indirect, or similar damages) even if advised of the possibility of such damages, loss, tax liability, cost or expense, howsoever caused or incurred (including through error, omission, negligence, misrepresentation, miscalculation or matters outside our control), which you may directly or indirectly suffer in connection with your use of this Site or any linked website, including if access to the Site is interrupted or permanently disabled, nor do we accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this Site. To the maximum extent permitted by law, we disclaim any representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this Site or the information that it contains. The use of the information on this Site and interactions with other users of the Site, third party developers or any other parties with whom you interact through the Site, is at your own risk. To the extent permitted by law, we exclude all liability of us, our officers, employees, agents and other representatives in respect of any injury, loss or damage arising out of your use of this Site, including, or related to theft, unauthorised access or third party interference, viruses and the use, or inability to use, the information on this Site or information provided directly or indirectly through this Site. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by law, we limit our liability to the re-supply of the relevant information or services. This Site and all content, products and services included in or accessible from this Site are provided "as is" and without warranties or representations of any kind (express, implied and statutory, including but not limited to the warranties of title and non-infringement and the implied warranties of merchantability and fitness for a particular purpose), all of which SPS and GTO disclaims to the fullest extent permitted by law. Your use of the Site is at your sole risk. Certain legislation, including the Competition and Consumer Act 2010 (Cth), may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These terms and conditions must be read subject to these statutory provisions. If these statutory provisions apply, to the

extent to which it is entitled to do so, SPS and GTO limits its liability in respect of any claim under those provisions to, at SPS's and GTO's option: (a) the supplying of the services again; or (b) the payment of the cost of having the services supplied again.

#### **14. Disclaimer as to Affiliations**

This Site, SPS and GTO are not associated or affiliated with, or in any way related to, any of the following organisations: 1. National Rugby League (NRL); 2. New South Wales Rugby League (NSWRL); 3. Super League (Europe); 4. Queensland Rugby League (QRL); 5. Rugby League International Federation (RLIF); 6. Australian Rugby Union (ARU); 7. Australian Football League (AFL); 8. South Africa New Zealand Australia Rugby (SANZAR); 9. South African Rugby Football Union (SARFU); 10. New Zealand Rugby Football Union (NZRFU); 11. International Rugby Board (IRB); 12. English Premier League (EPL); 13. Football Association (FA); 14. Fédération Internationale de Football Association (FIFA); 15. Football Federation Australia (FFA); 16. Australian Cricket Board (ACB); 17. National Basketball League (NBL); 18. National Football League (NFL). 17. Intellectual Property This Site, the GTO Software and all intellectual property rights, including graphics, logos, trade marks, design, text, icons, the arrangement of them, sound recordings and all software relating to this Site, are the intellectual property of either GTO or SPS a related body corporate of us or their respective owners. These intellectual property rights are protected by Australian and international laws. Nothing contained in this Site is to be interpreted as a recommendation to use any information on this Site in a manner which infringes the intellectual property rights of any person, company or entity. We make no representations or warranties that your use of this Site or the information on this Site will not infringe such intellectual property rights.

#### **15. Limitation on Use**

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information services. Similarly, you must not use the Site to download and redistribute public information or shareware for personal gain or distribute multiple copies of public domain information or shareware. Your use and continued use of the Site is solely at the discretion of SPS and the GTO. SPS and the GTO reserves the right to prohibit anyone from accessing, browsing, supplying information to or downloading information, material or Content from the Site. Nothing in these Terms and Conditions grants you any rights (including, without limitation, any intellectual property rights) in or to the Site or any Content, other than the limited right to use the Site and the Content according to the terms of these Terms and Conditions.

## **16. Indemnity**

You agree to indemnify us (GTO and SPS), our officers, employees, agents and other persons (including without limitation, licensors, affiliates, parent companies and subsidiaries) involved in the creation of this Site from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Site, your interactions with other users of the Site, third party developers or any other parties with whom you interact through the Site, or otherwise, any information that you provide to us via this Site or any damage that you may cause to this Site. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the Competition and Consumer

## **17. Severability**

If any provision in these Terms and Conditions is held invalid or unenforceable under an applicable law, the remaining provisions shall continue in full force and effect.

## **18. Governing Law**

These terms and conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of that State. In the event that any of the Terms and Conditions is found to be invalid, voidable or unenforceable under any court of law, such invalidity or unenforceability will not affect the remainder of these Terms and Conditions, which will continue in full force and effect. If you access this Site in a jurisdiction other than New South Wales, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. We make no representations that the content of this Site complies with the laws of any country outside Australia. © Copyright 2011 tipping.bankstownsports.com All rights reserved. No part of this Site may be reproduced in any manner without the express written permission of SPS.

## Swan Plumbing Supplies 2019 AFL & NRL Tipping Competition TERMS AND CONDITIONS

### 1. Conditions of Entry

- (a) By entering this competition entrants accept these Terms and Conditions.
- (b) Entry is open to Australian residents aged 18 years or older.
- (c) Entry and participation in this competition is free.

### 2. Key dates

- (a) The term of this competition is based on the 2019 AFL Premiership Home and Away Season which starts Thursday 21st March 2019 and after Round 26 is completed (**Regular Season**). For NRL 2019 Home & Away Season, Starts Thursday 14 March 2019 and after Round 25 is completed (**Regular Season**)
- (b) Eligible participants may enter the competition at any time between 9am (AEST) on Monday 25th February 2019 and 5pm (AEST) on the day the first game kicks off in Round 23 (**Entry Period**).

### 3. Registration

- (a) To enter the competition an eligible person must register using the range of “tipping access points” provided by **SPS** including **your website links** during the Entry Period.
- (b) Entrants must not register more than once.
- (c) When registering, entrants must accurately complete all details in the online registration form and must specify a valid username and password which they will use when participating in the competition (**Login Account**).
- (d) Entrants are solely responsible for any activity that occurs in relation to their Login Accounts. Entrants must keep details of their Login Account secure and must notify **SPS** immediately of any breach of security or unauthorised use of Login Accounts. **SPS** will not be liable for any loss to entrants caused by unauthorised use of an entrant’s Login Account.

### 4. Submitting tips

- (a) The competition involves registered entrants submitting tips for AFL & NRL games during the Regular Season, in accordance with these Terms and Conditions.
- (b) For each game during the Regular Season, an entrant must nominate their tip by selecting the team they predict will win the game and the margin they predict a team will win by for a selected game.
- (c) Tips may only be submitted using the online process which entrants can access through one of the tipping access points by logging on with their Login Account.
- (d) Entrants must not submit more than one tip per game.
- (a) Tips must be submitted before the Tipping Deadline (see section 5 below).
- (b) Tips will be deemed to be submitted at the time of receipt and not at the time of transmission. Late, incomplete, incorrectly submitted, illegible, corrupted or misdirected tips will be deemed invalid.

### 5. Tipping Deadline

- (a) An entrant may submit a tip for any game during the Regular Season prior to the advertised start time for that game (**Tipping Deadline**).
- (b) A running timetable of scheduled game starting times will be available from each of the tipping access points.
- (c) Any postponed, rescheduled or delayed games will have their Tipping Deadline updated as required.

## 6. Points and rankings

- a) Tips are entered for each match in a round. 1 point is awarded for tipping the winner of the match.
  
- b) For AFL & NRL tipping, if the match is a draw at full time, points are awarded for selecting the winner of the golden point play off. If it is still a draw after the golden point period no points are awarded for the game.
  
- c) A bonus 2 points is awarded for tipping a perfect round.
  
- d) A margin score is required to be entered for one match in each round. The margin represents the amount that you predict your selected team will win by. Your margin score will be used to determine the winner of a round or the entire competition if the tipping scores are equal. The lower your margin score the better the entrant is deemed to have performed.

### Calculating margins

If the team you tip wins the match, your margin score is the difference between the actual margin in the Full Time Score that the team you tipped won by, and the margin you entered. **For example if you tipped Collingwood:**

Full time score	Collingwood (100) VS Carlton (76)
Margin entered	8
Actual Margin	24
Margin Score	$24 - 8 = 16$

If the team you tipped loses the match, your margin score is the actual margin plus the margin entered. **For example if you tipped Carlton:**

Full time score	Collingwood (100) VS Carlton (76)
Margin entered	8
Actual Margin	24
Margin Score	$8 + 24 = 32$

If a tipper does not submit a tip for a game, they are assigned the away team as their tip for that game.

If a tipper does not submit any tips for a round, as a penalty, they do not receive points for their first three winning tips in that round. For example, if 8 away teams win in the round that the tipper missed, then 5 points will be awarded.

Points awarded to entrants will be aggregated at the completion of each round during the Regular Season, and entrants will be ranked in accordance with the points they scored and their margin score for the round.

The points and margin scores awarded to entrants for each round will accumulate throughout the Regular Season. The rankings for the whole of the Regular Season will be used to determine the winners of the First, Second and Third Prizes in accordance with clause 7 below.

### **7. Determination of winners**

The margin score will be used to determine the winner of a round or the overall competition if the tip scores are equal. For example if two tippers share 1st place on 100 points, the tipper with the lowest margin score will be the winner.

If tippers cannot be split using these methods then the prize will be split. The prize splitting process will be such that where there is a tie for any place (first place, second place etc) the prize for that place and prize for the next lower place will be combined, and each of the tied winners will receive an equal split of the combined prize. For example, where there is a tie between two winners for the First Prize, the First and Second Prizes will be combined and each of the two winners will then receive half of the combined prize.

### **8. Prizes**

Coles Myer voucher prizes apply to all entrants in the competition. These prizes include:

	<b>AFL</b>	<b>NRL</b>
1st Prize	\$ 1,500	\$ 1,500
2nd Prize	\$ 500	\$ 500
3rd Prize	\$ 300	\$ 300

The winner of the Individual Branch ladder will receive a \$200 Coles Myer voucher with Clause 7 to determine the winner if it is a draw.

Swan staff are NOT eligible to be included on the major leader board.

\*Standard voucher terms and conditions apply. Voucher is not transferrable.