

TERMS OF USE

1. General

Sea Swift Pty Ltd. ABN 16 010 889 040 (referred to as "Sea Swift") is the owner of the 'Tipping Comps' (<https://thegreatfootytipoff.com/seaswift>) website ("Site"). The site is administered by The Great Tip Off Pty Limited A.C.N. 140 182 609 (referred to as "GTO"). By accessing or using this Site, whether as a "visitor" (where you browse through the Site without being registered) or as a "member" (where you have registered to be a member of the Site), you agree to be bound by these Terms Of Use ("Terms and Conditions") and all applicable laws and regulations that govern this Site, the content of this Site and the activities undertaken on or through this Site. These Terms and Conditions are also governed by: (a) the SEA SWIFT Privacy Policy which is expressly incorporated into these Terms and Conditions by this reference (refer paragraph 20); and (b) any guidelines, rules or disclaimers that may be posted and updated on the Site (or any part thereof) from time to time or on notices that we send to you. Your right to access this Site is granted at the discretion of GTO and SEA SWIFT. GTO and SEA SWIFT each reserves the right to revoke or limit your access to this Site, to participate in any tipping competition run from this Site and to use any software belonging to GTO, at any time and in the absolute discretion of GTO and SEA SWIFT, without providing prior notice or reasons to you. GTO and SEA SWIFT accept no responsibility for any damage or loss that may be caused to you or any third party as a result of GTO and SEA SWIFT exercising this right.

2. Modifications of Terms and Conditions

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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. SEA SWIFT and GTO takes no responsibility for any errors that may occur as a result of you providing SEA SWIFT and GTO with incorrect, incomplete, outdated or otherwise invalid information.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

This Site offers you the opportunity to start and manage your own tipping competition. In respect of any tipping competition set up on this Site or any other website using the GTO Software ("Tipping Competition"), the person who sets up the Tipping Competition will become the competition manager ("Manager") and will be responsible for the way in which the Tipping Competition is run. On setting up a Tipping Competition, the Manager will be assigned a unique uniform resource locator (or URL) that provides access to a personalised tipping page ("Tipping Page"). The Tipping Page is unique to that Tipping Competition and is the medium through which the Manager and all participants of that Tipping Competition can join, tip, check results and consult with the leader board. GTO does not warrant that results of a Tipping Competition will always be accurate and GTO takes no responsibility if the results are inaccurate or not available for any reason.

7. Competition Rules and Prizes

For competitions administered by SEA SWIFT

- [Refer here for Terms and Conditions for SEA SWIFT's 2012 NRL Tipping Competition](#)
- [Refer here for Terms and Conditions for SEA SWIFT's 2012 AFL Tipping Competition](#)

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The Site may contain links to other websites which are owned or operated by third parties ("Third Party Sites"). These links are provided for convenience only. Links on the Site to Third Party Sites may not be current and are not indicative that Third Party Sites are being maintained and/or updated. Third Party Sites are independent from the Site and from GTO. GTO has no control over the content or activities undertaken on any Third Party Site and GTO is not responsible for information on, or the practices of, Third Party Sites. You access Third Party Sites at your own risk and should make your own enquiries as to the privacy policies or terms

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10. 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).

11. Advertising

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

12. Secure Data

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13. Viruses

Given the nature of the internet, SEA SWIFT 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.

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15. Disclaimer as to Affiliations

This Site 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

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16. Indemnity

You agree to indemnify us, 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 <https://www.seaswift.com.au/> All rights reserved. No part of this Site may be reproduced in any manner without the express written permission of SEA SWIFT.

SEA SWIFT NRL & AFL 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 2018 NRL Premiership Home and Away Season and 2018 AFL Premiership Home and Away Season (**Regular Season matches only, does not include the final series**).
- (b) Eligible participants may enter the competition at any time between 9am (AEST) on 8th March 2018 and 5pm (AEST) on 30 September 2018 (**Entry Period**).

3. Registration

- (a) To enter the competition an eligible person must register using the range of “tipping access points” provided by SEA SWIFT including <https://thegreatfootytipoff.com/seaswift>, 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 SEA SWIFT immediately of any breach of security or unauthorised use of Login Accounts. SEA SWIFT 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 NRL and AFL 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

Tips are entered for each match in a round. 1 point is awarded for tipping the winner of the match.

For 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. For all other sporting competitions if the match is a draw at full time, no points are awarded for tips in the match.

A bonus 1 point is awarded for tipping a perfect round where it is detected that the tips were entered at one of the tipping access points while present at one of the participating clubs.

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 your entered. For example if you tipped Australia

Full time score Australia 54 vs Italy 6

Margin entered 36

Actual Margin 48

Margin Score $48 - 36 = 12$

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

Full time score Australia 54 vs Italy 6

Margin entered 6

Actual Margin 48

Margin Score $48 + 6 = 54$

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 winning tip in that round. For example, if 8 away teams win in the round that the tipper missed, then 7 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 rankings for each separate round in the Regular Season will be used to determine the winners of the Weekly Prizes in accordance with clause 7 below.

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

SEA SWIFT prizes apply to all entrants in the competition. These prizes include:

1st Prize	60% QF buy in
2nd Prize	30% QF buy in
3rd Prize	10% QF buy in

1st Midseason Prize	the highest score between Rounds 1 – 9	TBA
2nd Midseason Prize	the highest score between Rounds 10 – 18	TBA
3rd Midseason Prize	the highest score between Rounds 19 – 26	TBA

