

“WEBER Q SWIPER GAME” 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 18 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 17/10/2023 and close at 11:59pm AEDST 25/01/2024 (“**Promotional Period**”).
5. To enter, individuals must complete the following steps during the Promotional Period;
 - Access the Weber portal on the Komo platform by either scanning the QR code available on Channel 7 broadcast placements or promotional material distributed at the Women’s Big Bash League (“**W/BBL**”) matches, or by clicking the links available on social media;
 - Complete the quiz available on the Komo platform. Individuals must answer seven (7) out of the ten (10) questions correctly to be entered into the draw;
 - After the quiz, individuals must complete the data capture form available on the Komo Platform and input the requested details including their first name, last name, email address, phone number, residential address, which W/BBL team they support; and then
 - Click the mandatory opt-ins accepting the Terms and Conditions and consenting to Cricket Australia collecting their personal information and, if they wish, click the optional opt-in to receive Weber marketing material.
6. Only one (1) entry is permitted per person. People are only permitted three (3) attempts at the quiz to be eligible for one (1) entry.
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. Entries will be divided into eight (8) groups depending on the W/BBL team they support as per the capture form. The draws will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 at 1:00pm AEDST on 29/01/2024. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winners will be notified by email and phone within two (2) business days of the draw. Winners will be published online at www.weberqsummerchallenge.com on 31/01/2024.
11. The Promoter's decision is final and no correspondence will be entered into.
12. The first valid entry drawn will from each group each win a Weber Summer Prize Pack valued at \$839.00, including:
 - 1 x Weber Q BBQ valued at \$599.00;
 - 1 x Signed WBBL jersey from winner's preferred team valued at \$120; and
 - 1 x Signed BBL jersey from winner's preferred team valued at \$120.
13. Subject to the unclaimed prize draw clause, if for any reason a winner does not take prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
14. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
15. Total prize pool value is \$6,712.
16. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
17. A draw for any unclaimed prizes may take place on 29/02/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by email and phone within two (2) business days of the draw and their names will be published online at www.weberqsummerchallenge.com on 04/03/2024.
18. Entrants consent to the Promoter and Cricket Australia using the Entrant's 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 or Cricket Australia.
19. 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, 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

21. 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 and Cricket Australia (including the respective officers, employees and agents of each) exclude 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.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Cricket Australia (including the respective officers, employees and agents of each) are not responsible for and exclude 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: (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) if any or all of the W/BBL matches are delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use / taking of the prize.
23. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.weber.com/AU/en/legal/privacy-policy/privacypolicy.html>. 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. The Privacy Policy also contains 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. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
24. By participating in this promotion and agreeing to receive information and offers from Australian Cricket, you understand and agree that Cricket Australia also collects your personal information, including on behalf of State or Territory cricket associations, including the Big Bash League teams (together, "Australian Cricket") to communicate with you, and for any of the purposes set out in Australian Cricket's Privacy Policy (available at www.cricket.com.au/privacy or by emailing privacy@cricket.com.au), and that the personal information you provide will be disclosed to and used by Australian Cricket under the terms of Australian Cricket's Privacy Policy, which contains information about how you may access and seek to correct your personal information

or complain about a breach of your privacy, and how Australian Cricket will deal with that complaint. Australian Cricket may disclose your personal information to other parties, including Australian Cricket's third party service providers. From time to time, these third parties may be located (and so your personal information may be disclosed) overseas, including in India, the USA and the UK, and other countries from time to time. Australian Cricket may use and disclose your personal information for direct marketing purposes, unless you opt out (which you can do at any time in accordance with Australian Cricket's Privacy Policy), and for facilitating further offers directly from third parties if you opt in to receive those offers. You can request to access, update or correct any personal information Australian Cricket holds about you by writing to Cricket Australia's Privacy Officer at 60 Jolimont Street, Jolimont, VIC, 3002 or sending an email to privacy@cricket.com.au.

25. The Promoter is Weber-Stephen Products Co. (Australia) Pty Ltd (ABN 18 006 305 237) of Level 1, 142-144 Fullarton Road, Rose Park South Australia 5067, telephone +61 8 8425 9400.

ACT Permit No. TP23/02112. SA Permit No. T23/1636.