

Footy Tipping Competition Terms & Conditions of Entry

PLEASE NOTE

Only **eligible Participants** are entitled to participate and receive any prizes in the 2021 Earlypay Footy Tipping Competition.

If you are **not an eligible Participant** you understand that you are ineligible to win a prize and the Promoter can remove you from the competition at its absolute discretion.

Eligible participants are:

- (a) The Promoter's employees,
- (b) Accredited broker introducers of the Promoter and their employees;
- (c) Employees of businesses which have a direct relationship with the Promoter as determined by the Promoter in its absolute discretion.
- (d) Persons who are directly invited to participate by the Promoter at the promoter's absolute discretion

1 Information on how to enter, scoring and prizes forms part of these Terms & Conditions of Entry. These Terms and Conditions of Entry serve as separate Terms and Conditions of Entry for the Promotions being conducted for each of the Codes referred to herein where such a Promotion is conducted by and subject to the Terms and Conditions of a Third Party Promoter Website. **Entries and Participants not complying with these Terms & Conditions of Entry are ineligible and the Promoter reserves its absolute right to disqualify any Participant from the Promotion if any entries do not comply with these Terms & Conditions of Entry.** Entry into any Promotion is deemed to constitute acceptance of these Terms & Conditions of Entry.

2 In these Terms & Conditions of Entry, unless the contrary intention appears, the following words and phrases have the meanings set out opposite them:

"Total Margin" means the sum of the Weekly Margins for all Rounds to date in a given Season for a particular Participant. Participants with a lower Total Margin will be ranked higher than those with a higher Total Margin, subject to conditions 13 and 14;

"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 website. An away team may not be nominated for finals Rounds if available.

"Code" means an official series of Matches for a particular sporting.

"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 Weekly 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 Weekly Margin will equal the difference between the actual margin and the margin entered by the eligible 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, subject to conditions 13 and 14;

"Margin Game" means the Match selected by the Promoter in a given Round for which Participants are required to select the winning margin;

"Match" means a single game conducted by the relevant Code, between member teams of that Code, in a Season;

"Participant" means a person who is eligible to participate in the Promotion and registers for or participates in the Promotion. Only the following persons are eligible to participate in the Promotion:

- (a) The Promoter's employees,
- (b) Accredited broker introducers of the Promoter and their employees;
- (c) Accredited vendor introducers of the Promoter and their employees; and

- (d) Employees of businesses which have a direct relationship with the Promoter as determined by the Promoter in its absolute discretion.
- (e) Persons who are directly invited to participate by the Promoter at the promoter's absolute discretion

"Promoter" means Earlypay Ltd and its related bodies corporate; **"Promotion"** means this tipping competition set up by the Promoter and conducted through the Third Party Promoter Website amongst Participants who register to participate

in that particular promotion, for any Season of Matches of any Code run on the Web Site, whereby winning entries are based on the Results of Matches at the conclusion of the relevant Code's Season;

"Results" are the results 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; **"Season"** means the series of games (or series of Matches as indicated otherwise on the Web Site) for a relevant Code as listed in the "Tipping" area of the Web Site. At the discretion of the promoter, a Season may or may not contain the finals series for the Code available for tipping and any finals tipping Rounds will be posted on the Website;

"Score" means the allocation of points to a Participant for the correct selection of a Match;

"Third Party Promoter Website" means the Website of the Third Party Promoter of the Tipping Competition;

"Web Site" means the Web Site of the Promoter accessible on the Internet through the WorldWideWeb.

- 3 The Promotion is only open to residents of Australia who are:
 - (a) Employees of the Promoter and its associated entities
 - (b) Accredited broker introducers of the Promoter and their employees;
 - (c) Accredited vendor introducers of the Promoter and their employees; and
 - (d) Employees of businesses which have a direct relationship with the Promoter as determined by the Promoter in its absolute discretion.
 - (e) Persons who are directly invited to participate by the Promoter at the promoter's absolute discretion

- 4 The Promoter has the sole discretion in deciding who is or is not eligible to enter. Entry into the Promotion is free. Each person may only register once. A Participant may only register their own personal details for individual participation in the Promotion. Each registered Participant may only place one set of tips per Round in each Code/Season. If there is a dispute as to the identity of an applicant or Participant, the Promoter reserves the right, in its sole discretion, to determine their identity.

- 5 Entry into the competition is free for all eligible Participants.

- 6 Entry into the Promotion is considered to occur when a Participant submits one or more tip(s) for any of the Matches available for any Round.

- 7 The Promoter, however, reserves the right not to accept registration for any Participant if the registration contains anything slanderous or defamatory or is otherwise unsightly in any way, as determined by the Promoter in its absolute discretion. Likewise, the Participant's participation in the Promotion can be withdrawn due to unsightly conduct during the course of the Promotion, or after the Promotion has ended but before the prizes have been awarded, at the Promoter's absolute discretion.

8 To enter the Promotion for a particular Code, a Participant must first register as follows

- a) register their details via the on-line registration form located on the Earlypay Web Site (<https://www.earlypay.com.au/footy-tipping-2021>) or
- b) After submitting the form, respondents will be redirected to a landing page, where the ESPN competition link and password will be provided. Eligible participants can enter the password, create an account and register for the competition.

Existing participants will automatically be rolled over to the new season and they may not need to register. To submit their tips, they can directly login to the FootyTips Website (<http://www.footytips.com.au/>) with their user name and password.

Password to join the competition can also be requested by sending an email to hello@earlypay.com.au.

- 9 For each Round, each Participant must then make a selection of the teams the Participant tips to win and the margins by which they expect the winning team's score to exceed the losing team's score for each specified Margin Game, and:
- a) submit that entry via the Web Site in the manner and within the time frames set out on the Web Site; or

A draw can only be entered as a Match selection if made available for that Code or Round. A margin is required for the Margin Game in each Round as specified on the Web Site.

- 10 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.
- 11 Participants will be allocated one (1) point towards their Score for each correct selection of a Match. In the event of a Match in a given Round being drawn, 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 Participant's Score.
- 12 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.

- 13 If a Participant:
- a) Does not submit a tip for a given Match in a Round, then the Participant's tip for that Match will be deemed to be for the Away Team. If no Away Team is allocated for that Code or if the Round is considered a finals Round, then no tip is allocated;
 - b) does not submit any tips into the Promotion for a given Round, the Participant's tips for that Round will be deemed to be for the Away Team in each case, and the Participant will be limited to a maximum number of tips for that Round as defined on the website. If no Away Team is allocated for that Code or if the Round is considered a finals Round, then zero tips are allocated;
 - c) enters the Promotion after the commencement of the first Round, then the Participant's tips for those Rounds that have been completed will be deemed to be for the Away Teams, and the Participant will be limited to a maximum of number of tips for each such Round as defined on the website. If no Away Team is allocated for that Code or if the Round is considered a finals Round, then zero tips are allocated.

- 14 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 Weekly Margin for the same Round, where the lowest Weekly Margin has the highest rank;
 - c) then, in the case of a further tie, by each Participant's Total Margin for the Season

- to date, where the lowest Total Margin has the highest rank; and
- d) then, in the case of a further tie, the Participant who initially registered to participate (either in a current Season or in a previous Season) has the higher rank.

Weekly rankings for a given Round will be determined no later than 72 hours after the last Match of the particular Round has ended. In the case of Codes where a prize(s) is/are awarded to weekly place winners, the prizes will be awarded to the Participants with the highest rankings, in descending order, based on this clause 12. Prizes (if any) and their values are as set out on the Web Site.

The ranking of end of Season place winners for each Code will be determined:

- e) firstly, by the Participant's total Score for all Rounds, where the highest Score has the highest rank;
- f) then, in the case of a tie, by each Participant's Total Margin for the Season, where the lowest Total Margin has the highest rank;
- g) then, where Participants have identical Scores and identical Total Margins, the Participant with the lowest weekly Margin for the last Round within the Season will be ranked highest; and
- h) in the event of a further tie, the process in paragraph (c) will apply to the Weekly Margin in each preceding Round, in reverse chronological order, until the tie is broken.

End of Season rankings will be determined no later than 72 hours after the final Round of the Season has been completed. In the case of Codes where a prize(s) is/are awarded to Season place winners, the prizes will be awarded to the Participants with the highest rankings, in descending order, based on this clause 14. Prizes (if any) and their values for end of Season place winners are as set out on the Web Site.

- 15 In the event that a prize winning Participant is unable to be located, within one week of the entitlement to the prize arising, the Promoter in its absolute discretion reallocate the prize to the next qualifying participant.

PLEASE NOTE

Only eligible Participants are entitled to prizes. Participants who are not eligible Participants are **NOT** entitled to prizes.

- 16 All prize winners will be notified by email and will be published on the Promoter's Web Site upon determination.
- 17 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 a Promotion 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.
- 18 The Promoter reserves the right, at any time, to verify the validity of registrations and tips 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 or tip that is not in accordance with these Terms and Conditions of Entry or who tampers with the registration or tipping processes. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 19 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, whether or not after receipt by the Promoter;
- b) any lost, misdirected or corrupt emails to or from the Web Site;
- c) any loss or damage whatsoever (including but not limited to direct, indirect or

- consequential loss) or personal injury suffered or sustained:
- (i) in connection with a Participant's participation in the Promotion or the taking of a place or prize; or
 - (ii) otherwise relating to the conduct of the Promotion however caused, including but not limited to failure of the Web Site service or incorrect or corrupt data supplied by the Promoter to a Participant.
- d) any theft, unauthorised access or third party interference;
 - e) any variation in the value of any prize; or
 - f) any tax liability incurred by a Participant or prize winner.
- 20 As a condition of accepting any prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 21 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. Participants 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 of Entry. 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. Information about Participants may also be used by the Promoter, its agents, contractors and related companies, for the purposes of carrying out marketing, planning, product development and direct mail, telemarketing and promotional campaigns unless a Participant otherwise withdraws their consent to the use of their information in this manner. This includes the rights to publish a photograph of the overall league winners.
- 22 Notwithstanding the Promoter's rights under condition 5 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 slanderous, defamatory or unsightly to the public at large, except for any liability that cannot be excluded by law. By participating in the Promotion, each Participant agrees to indemnify the Promoter, its agents, contractors and related companies from any legal action, claim or dispute arising in relation thereto.
- 23 In the event there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and no correspondence will be entered into.
- 24 The Promoter shall not be liable for any manufacturer defects in prizes or for any loss, damage or personal injury whatsoever which is suffered or sustained (including but not limited to indirect or consequential loss) as a result of taking a prize, except for any liability which cannot be excluded by law.
- 25 The Promoter is Earlypay (ABN 88 098 952 277) of Level 11, 201 Miller Street, NORTH SYDNEY NSW 2060, (Promoter)

Promotion Name:	Earlypay Footy Tipping Competition
Promotion commences:	03 March 2021 at 00:01 AEST/ AEDT (registrations accepted from this date and time)
Promotion ends:	03 October 2021 at 23:59 AEST/ AEDT
Total prize value across all Codes:	\$4,400

Website URL:

<https://www.footytips.com.au/comps/Earlypay>

Code:	AFL
Season:	2021 Home and Away Season
Commencement date:	March 18 th 2021
Closing date (Final Round Matchday):	TBC
Are draws allowed as a tip:	No
Weekly prizes and values (if any):	Round Winner \$50 prize (there are 23 rounds, finals not included)
End of Season prizes and values (if any);	One Season Winner \$1,000 Prize
Total prize value (AUD\$):	\$ 2,150

Code:	NRL
Season:	2021 Home and Away Season
Commencement date:	March 11 th , 2021
Closing date :	October 3 rd 2021
Are draws allowed as a tip:	No
Weekly prizes and values (if any):	Round Winner \$50 prize (there are 25 Rounds, finals not included)
End of Season prizes and values (if any);	One Season Winner \$1,000
Total prize value (AUD\$):	\$2,250