

JPEX X WSW

NFT GIVEAWAY EVENT

This document has been created by Western Sydney Wanderers FC trading as the Western Sydney A-League Club Pty Ltd ABN 26 156 634 016 of Gate B, Blacktown International Sportspark, 81 Eastern Road, Rooty Hill NSW 2766

TERMS & CONDITIONS OF ENTRY

By entering the **JPEX NFT GIVEAWAY EVENT** you are agreeing to the following Terms & Conditions:

1.0 GENERAL TERMS

- **1.1** Information on how to enter **JPEX NFT GIVEAWAY EVENT** and prize details form part of these terms and conditions of entry.
- **1.2** Participation in the **JPEX NFT GIVEAWAY EVENT** acceptance of these conditions of entry. Entrants must comply with these conditions of entry to be valid.

2.0 PROMOTER'S DETAILS

2.1 The promoter is Western Sydney Wanderers FC (ABN 26 156 634 016) of Blacktown International Sportspark, Gate B, Eastern Road, Rooty Hill NSW 2766 (Promoter) and JPEX (ABN 17 161 811 927) of Macquarie Place, Sydney NSW 200 (Promoter)

3.0 WHO CAN ENTER

3.1 The competition is open to anyone who engages with the Western Sydney Wanderers FC official website (<u>www.wswanderersfc.com.au</u>) and social media

Links:

https://docs.google.com/forms/d/e/1FAIpQLSejfBQhDPmFIFfZHPAAX90vRfFULnX ZgGK9vV2qZuBkosBamA/viewform

3.2 Employees of the Promoter or the Promoter's associated agencies or companies directly involved in the Competition and their immediate family members are ineligible to enter.

4.0 HOW TO ENTER

- **4.1 JPEX NFT GIVEAWAY EVENT** would be online from 00:00am on Friday 20 May 2022 until 23:50pm Friday 27 May 2022.
- **4.2** To enter the event, the audiences need to fill out the form to register their interest to go into the running to win in the NFT giveaway raffle,.
- **4.3** Each entry will be a maximum of one email address and one full name only.

5.0 HOW TO WIN

5.1 The winners of the raffle will be drawn at 9:00 on Saturday 28 May 2022.

5.2 The winners from the giveaway raffle will receive a NFT created by JPEX in different colours.

6.0 PRIZES

- 6.1 The following prizes are not transferable:
 - a. For the Golden Ball NFT winner, He/she will receive: 1 x Signed WSW Jersey (\$500 AUD), 1 x double pass to JPEX's Open Corporate Reserve Box at a select Wanderers home match (\$320 AUD) and 1 meet-up experience with a select Wanderers Isuzu UTE A-League player during the 2022/23 season (\$920 AUD)
 - **b.** For the Silver Ball NFT winners. He/she will receive 1 x double pass to JPEX's Open Corporate Reserve Box at a select Wanderers home match (\$320 AUD)
 - c. For the Colorful Ball NFT winners. He/she will receive the exclusive NFT from JPEX.
 - d. TOTAL PRIZE POOL: UP TO \$7500.00 (AUD)
- **6.2** Winner is not subject to receive multiple prizes upon referring an additional person(s). The winner will only receive prize 'a' upon successful referral.
- **6.3** The prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable, or redeemable for cash. The Promoter will not be liable if the winning entrant does not take, or is unable to use, the prize or any portion of it for any reason.
- **6.4** The prize (including any unused portion) must be taken as stated, and is not transferable, exchangeable, or redeemable for cash. The Promoter will not be liable if the winning entrant does not take, or is unable to use, the prize or any portion of it for any reason.
- **6.5** Entrants grant the Promoter permission to communicate with them by email and/or telephone to provide instructions as to how the winning entrant is to claim the prize and establish his/her entitlement to it.
- **6.6** If the prize is unavailable for reasons beyond the Promoter's control, the Promoter, in its sole discretion reserves the right to substitute the prize with a prize of equal or greater value, subject to any written directions from a regulatory authority.
- **6.7** In participating in the Competition, the winner agrees to participate and cooperate as required in all editorial and media/PR activities relating to the Competition, including but not limited to being interviewed and photographed. The winner authorises the Promoter to use such footage and photographs together with the winner's name, voice, video entry, image and likeness for advertising and publicity purposes in any media in perpetuity worldwide without additional compensation or further reference to the winner.

7.0 UNCLAIMED PRIZES

- **7.1** Subject, where relevant, to any directions given under the legislation regulating the Competition, if the prize is:
 - **a.** Not claimed by the winning entrant by 9:00am (AEDT) the following day of the draw; or
 - b. Forfeited for any reason; or
 - c. The winner is not available.
 - **d.** The prize will be deemed unclaimed and the winner in the next level/color place will be selected.

8.0 NO LIABILITY

- 8.1 The Promoter and its associated agencies and companies assume no responsibility for any incorrect or inaccurate information, either caused by an entrant or due to any of the equipment or programming associated with or utilised in the Competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the competition including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
- **8.2** If for any reason, the Competition is not capable of running as planned (including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the competition), the Promoter reserves the right, in its sole discretion, to disqualify any entrant who undermines the fairness of the competition (by, for example, tampering with, or using or exploiting errors in, the entry process to obtain a competitive advantage over other entrants), to take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any direction given under state regulations, or any written directions given by a relevant regulatory authority.
- **8.3** If for any reason, the Competition is not capable of running as planned because of COVID-19, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the competition, subject to any direct given under state regulations, or any written directions given by a relevant regulatory authority.
- **8.4** Once the prize has left the Promoter's premises, the Promoter and its associated agencies take no responsibility for the prize being damaged, stolen or lost.

8.5 The Promoter 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 or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9.0 PRIVACY CONSENT

- **9.1** All entries remain the property of the Promoter. The Promoter collects personal information to conduct the Competition, to assist in providing the products or services an entrant has requested (if any), and to improve its products and services. The Promoter or any of its related companies may use the information for promotional, marketing, publicity, research, and profiling purposes, and may be in touch by any means (including telephone, email, or SMS) at any time to let you know about products, services or promotional activities which may be of interest to you until you inform the Promoter otherwise.
- **9.2** The Promoter may also share your information with other persons or entities who assist it in providing its products or services or running competitions or trade promotions (including administering the competition or trade promotion or distributing prizes). The Promoter may also disclose your personal information in accordance with these terms and conditions if you are the prize winner, and as required, to Australian regulatory authorities.
- **9.3** This promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook. By entering this promotion, you agree to release Facebook from any and all causes of action, losses, liability, damage, expense (including legal expenses) cost or charge suffered, sustained or in any way incurred by Facebook in relation to this Promotion.
- **9.4** The Promoter is not responsible for any incorrect or inaccurate information, either caused by you or for any of the equipment or programming associated with or utilised in the competition, or for any technical error, or any combination thereof that may occur in the course of the administration of the competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorized access to or alteration of entries.
- **9.5** The Promoter is not responsible for lost, late, incomprehensible, or incorrect entries in the competition. The Promoter also accepts no responsibility for any tax implications that may arise from prize winnings in the competition. You should seek independent financial advice about such matters.
- **9.6** In the event of war, terrorism, state of emergency, disaster or (without limitation) any other event outside our reasonable control, the promoter is entitled to cancel, terminate, modify, or suspend the competition subject to any written directions from any applicable regulatory authority.

- **9.7** The winners release the Promoter, and its related bodies corporate from any and all causes of action, losses, liability, damage, expense (including legal expenses) cost or charge suffered, sustained or in any way incurred by the winner as a result of any loss or damage to any physical property of the winner, or any injury to or death of any person arising out of, or related to, or in any way connected with the Promoter, the promotion or the prize.
- **9.8** The Promoter is bound by the National Privacy Principles in the Privacy Act 1988 (Cth). To view the WSW's privacy policy please visit http://www.wanderland.com.au/privacy-policy/