

1. Information on how to enter, how to claim and details of prizes form part of these Terms and Conditions. Participation in this promotion constitutes acceptance of these Terms and Conditions.
2. Promotion commences Thursday 12 September 2019. Entries close Midnight AEDT Sunday 17 November 2019.
3. This is a game of chance; therefore, no entrant has a better chance of winning than any other. Winners will be drawn by random draw and announced on a date following the entry closing date listed in point 2 above.
4. Entry to the promotion is open to all individuals of 18 years old or older currently residing in Australia or New Zealand who fulfil the entry requirements. Directors, management, full-time employees and officers (and their immediate families) of Baseball Australia or of the agencies or companies associated with this Promotion are ineligible. "Immediate families" means spouse, ex-spouse, de-facto spouse, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, natural or adopted child, and sibling or step-sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor.
 - a. All entries are to be submitted through the Baseball.com.au news database: [Baseball.com.au/win] and complete the required information.
 - b. In order for the entry to be deemed valid, the entrant must be a registered member of the Baseball.com.au news database at the time of the draw.
 - c. Multiple entries per entrant are not permitted.
 - d. All entries must be an independent creation by the entrant.
5. The Promoter reserves the right to verify the validity of entries.
 - a. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including but not limited to an entrant's age) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will be accepted at the Promoter's discretion.
 - b. The Promoter reserves the right to disqualify any entrant submitting an entry which, in the opinion of the Promoter, includes objectionable content, including but not limited to profanity, potentially insulting, scandalous, inflammatory or defamatory language
 - c. The Promoter's decision will be final, and no correspondence will be entered into.
6. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. The Prizes will be managed by Baseball Australia (hereafter **BA**) and consists of (**Prizes**):
 - a. Grand Prize (1)
 - Two (2) return Delta economy-class flights to one U.S. city of your choice
 - Two (2) tickets to one MLB game of your choice (subject to availability)
 - Four (4) nights twin-share accommodation for two in U.S. city of your choice
 - Two (2) Personalised Team Australia Replica Jerseys courtesy of Beastwear
 - Two (2) New Era caps of your choice
 - b. Second Prizes (3)
 - Two (2) \$500 cash prizes to a registered Australian baseball club or charter of your choice
 - Can be paid to the club directly as cash or negotiated as contribution to ongoing projects/initiatives.
 - One (1) \$500 Beastwear uniform voucher to a registered Australian baseball club or charter of your choice
 - Voucher can go toward any club apparel purchased with Beastwear.
 - c. Third Prizes (5)
 - Four (4) \$250 cash prizes to a registered Australian baseball club or charter of your choice
 - Can be paid to the club directly as cash or negotiated as contribution to ongoing projects/initiatives.
 - One (1) \$250 Beastwear uniform voucher to a registered Australian baseball club or charter of your choice
 - Voucher can go toward any club apparel purchased with Beastwear.
 - b. Fourth Prizes (5)
 - Five Team Australia New Era Caps
 - Style and sizes subject to availability
8. Any additional costs associated with international travel and international travel documentation including spending money, meals, insurance, taxes, passports, visas, travel name changes, travel date changes, hotel incidentals, personal belongings, inoculations, additional transport and taxis, parking or routing changes, additions to stipulated itineraries and offered flights are the responsibility for the winner. All other ancillary costs are the sole responsibility of the winner unless expressly stated.
9. The winner is required to obtain the relevant & suitable travel insurance at their own expense in order to be deemed a valid winner.
10. It is both travellers' personal responsibility to ensure that they have valid documentation, including but not limited to: Valid passports, visas, and health requirements, which meet the requirements of immigration and other

government authorities both in Australia and the United States. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller(s).

11. The Prize Winner can nominate preferred travel dates, but the final dates of travel are to be determined by BA based on availability of flights in T-class and these dates are non-negotiable once agreed to by the Prize Winner.
12. If the Event is cancelled, abandoned, suspended or rescheduled, the Prize Winner shall be subject to any and all policies of Major League Baseball (MLB) with regards to any such Game. In the event the Prize Winner is unable to attend the Event that has been rescheduled due to the predetermined travel schedule or other such conditions, BA shall not be liable for any costs incurred through any changes requested by the Prize Winner in order to attend such a game.
13. Only the Prize Winner and their nominated Guest will be entitled to the Prize.
14. The Prize is personal to the Prize Winner himself/herself and is not transferable, non-redeemable for cash, and cannot be sold under any circumstances. Any attempt to resell or auction all or any part of this Prize will result in an immediate cancellation of the Prize.
15. No substitution of the Prize is offered.
16. In the event of a death to the Prize Winner, the Prize will not be passed on to the Prize Winner's estate.
17. The winner of the Prize will be selected by random draw on Tuesday 19 November 2019. The draw's decision is final, and no correspondence will be entered into.
18. The Prize Winner will be notified immediately by phone or email and be advised to choose a city and date range for travel [to be completed prior to COB AEDT Friday 22 November 2019]. Winning details will be publicly announced no later than Monday 25 November. BA reserves the right to carry out reasonable due diligence to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the competition will not bring BA and associated brand into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the promotion as determined by BA in its sole discretion. In the event BA is not satisfied of the above following such due diligence, BA reserves the right at its sole discretion to disqualify any such Prize Winner and substitute with another Prize Winner, who may have entered the competition.
19. If BA is unable to contact the winner within 24 hours of the draw and has made every effort to contact them with the information provided by the entrant, then BA may award the Prize to another valid entrant.
20. At BA's request, winners must participate in all promotional activity (such as publicity and photography) surrounding the winning of the Prize free of charge, and they consent to the BA using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in promotional material or in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products and services supplied by BA.
21. BA reserves the right to request winners to provide proof of identity and residency at the nominated Prize delivery address. Identification considered suitable for verification is at the discretion of BA.
22. Participants must comply with all requirements of BA including requirements specified in the Terms and Conditions. BA may, at its absolute discretion, declare any or all entries made by an entrant invalid if the entrant:
 - a. Fails to establish their entitlement to enter the Promotion to BA's satisfaction;
 - b. Tampered with or benefits from any tampering with the entry process or the operation of the Promotion
 - c. Submits an entry which in BA's opinion is not in accordance with these Terms and Conditions;
 - d. Acts in a disruptive manner or acts with the intent to annoy, abuse, threaten or harass any other person; or
 - e. In the opinion of BA, engages in conduct in entering the Promotion, which is fraudulent, misleading, deceptive, or generally damaging to the goodwill or reputation of the Promotion and/or BA.
23. BA's decision is final, and no correspondence will be entered into.
24. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
25. Except for any liability that cannot be excluded by law, BA (including its officers, employees and agents) excludes 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, including, but not limited to, where arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under BA's control); (b) any theft, unauthorised access or third party interference; (c) any entry, vote or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by BA) due to any reason beyond the reasonable control of BA; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) use of a Prize.
26. Without limiting the previous paragraph, BA and its associated agencies and companies will not be liable for any damage in transit to Prizes.
27. As a condition of accepting the Prize, winners may be required to sign any legal documentation as and, in the form, required by BA and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

28. If a Prize winner is under the age of 18 years, the entrant must have had prior consent from a parent or legal guardian prior to entry and must be able to provide evidence of such consent upon request. The Prize will be awarded to the winner's nominated parent or guardian.
29. If, due to unforeseen circumstances, a listed prize becomes unavailable, Baseball Australia reserves the right to provide with winner with a similar, alternative prize of equal value.
30. All entries received will remain the property of BA. The information entrants provide will be used by BA for the purpose of conducting this Promotion. BA may disclose entrants' personal information to third parties, to its contractors and agents to assist in conducting this Promotion or communicating with entrants. Entry is conditional on providing this information. BA may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages to the entrant. Entrants should direct any request to access, update or correct information to BA. All entries become the property of BA. BA is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information BA holds about them by contacting BA on 03 9915 9900.
31. The Promoter is Baseball Australia Suite 3.03 (Level 3) 88 Albert Road, South Melbourne VIC 3502.
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