IRONMAN 2021 Season Campaign Trade Promotion
Terms and Conditions of Entry (Game of Chance)

Name of Competition	IRONMAN 2021 Season Campaign Trade Promotion
Permit #	Authorised under NSW Permit No TP/00380; ACT Permit No TP20/01341; and SA Permit No T20/1211.
Summary of Competition	This Competition involves four (4) weekly draws of an IRONMAN Merchandise Prize Pack.
Promoter conducting the Competition	USM Events Pty Ltd (ABN 67 052 342 239) with offices at Level 6, 222 Kings Way, South Melbourne, Victoria, 3205
Eligibility Criteria	Entrants must: • Be an individual aged 18 and over at the time of entry; • be a resident of Australia or New Zealand; and • not be an employee of the Promoter, an immediate family member of an employee of the Promoter, an employees of a related entity of the Promoter, a shareholder of the Promoter or a professional athlete. Entrants into this Competition must comply fully with the requirements of these Terms and Conditions. Unless these Terms and Conditions are, in the sole discretion of the Promoter, satisfied fully by an entrant, that entrant will not be eligible to participate in the draw for this Competition.
Competition Period	The Competition commences at 11:00:00 A.M. Australian Eastern Daylight Time (AEDT) on 15 October 2020 and ends at 11:59:59 P.M. AEDT on 12 November 2020.
Method of Entry	During the Competition Period, the Entrant must do the following to enter the Competition: • Register for entry into a 2021 IRONMAN or 2021 IRONMAN 70.3 triathlon event to be conducted by the Promoter in Australia or New Zealand **OR** be an existing entry into one of these events as at 15 October 2020. Entrants may submit multiple entries.
Prize Details, Prize Draw	The random Prize Draw will take place at 11:00 am AEDT on Friday 23 October 2020, Friday 30 October 2020, Friday 6 November 2020 and Friday 13 November 2020, at the Promoter's office. The Promoter will use an approved method of drawing the Winner. There will be one (1) Winner drawn (the "**Winner**") each week for four weeks, being the first valid entry drawn from all eligible Competition entries at the time of the Prize Draw. Winners will not be eligible to participate in any future prize draws in the same Competition. Each eligible Winner will receive the following prize: • A pair of Hoka One One IRONMAN Rincon Shoes $195 AUD • A ROKA Maverick Pro II Wetsuit $1,154 AUD • Roka googles and swim cap $60 AUD • Pure Nutrition Pack, gels and bags of electrolyte $300 AUD • Santini Tri Suit $400 AUD • Sunset Stripes Hat, Towel, Water bottle and Backpack $157 AUD • 12-month IRONMAN Training Companion subscription $504 AUD • A $300 IRONMAN Oceania Merchandise voucher to spend at the IRONMAN Oceania Online Store, with complimentary shipping. **Total value of each prize pack is AUD$3,070. Total prize pool is AUD$12,280.**
Notification of Winners, Prize Delivery	Each Winner will be notified in writing by email within 48 hours of the relevant draw. Prizes will be delivered/transferred to all Winners within 28 days of the completion of the Competition Period. Full list of Winners will be published on Promoter's website (www.ironman.com/oceania2021) at the conclusion of the Competition and will remain posted until 30 November 2020.
Unclaimed Prizes	All prizes will be distributed during or after the close of the Competition. The Promoter will make reasonable efforts to identify and locate the Prize winner. If any Prizes (other than perishable prizes) remain unclaimed within 3 months after the Prize Draw, an unclaimed prize draw will be held at Promoter's office on 13 February 2021 subject to the approval of any necessary regulatory authority ("**Unclaimed Prize Draw**"). Winners of the Unclaimed Prize Draw will be notified in the same manner as set out above. Winners names will be published in the same manner as set out above.

- By participating in the Competition, entrant represents and warrants that he/she has read and understood, and fully and unconditionally agrees to and accepts, these Terms and Conditions and that the decisions of the Promoter are final and binding in all matters related to the Competition, and no correspondence will be entered into. Winning any prize is contingent upon fulfilling all requirements set forth herein.

- The Prizes are strictly non-refundable and non-transferrable in any circumstances. Prizes are not redeemable for cash. The Promoter is not liable for any loss, damage or injury suffered (even if caused by negligence) as a result of the Winner(s) accepting and/or using the Prize, except for any liability which cannot be excluded by law. Promoter is not responsible or liable for any loss, damage or injury suffered by any winner as arising from, or in connection with the Prize supplied by the prize supplier, or the conduct of the prize supplier. In the event that the Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a prize (or the relevant part of a prize) with a prize of equal or greater value subject to any contrary direction from a regulatory authority.

- The Promoter respects entrant's personal information (PI). All PI collected by the Promoter will be dealt with under the Promoter's privacy policy. PI is collected to enable the Promoter to administer and promote this Competition and the winners. The Promoter may also use PI collected for future promotional, marketing and publicity purposes. Any person is entitled to contact the Promoter and request access to any PI the Promoter holds about them, at any time. If an entrant does not truthfully provide all the requested PI on the Competition entry form or subsequently in accordance with these Terms and Conditions they may not be eligible to enter this Competition or win any prize.

- The Winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These terms and conditions do not exclude, restrict or limit those statutory rights in any way. However, to the extent that it is permitted to do so, the Promoter (including its officers, directors, employees, shareholders and agents, and those of its related companies, parents, subsidiaries, affiliates) excludes all liability whether arising in tort (including without limitation negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss of profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation:
    - any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
    - any theft, unauthorised access or third party interference;
    - any entry 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;
    - any variation in market value to that stated in these terms and conditions;
    - any tax implications; or
    - the Prize or use of the Prize.

- Except where prohibited by law, participation in the Competition constitutes entrant's consent for the Promoter and the Promoter's designees to use entrant's entry, name, voice, likeness, statements, photographs, audiovisual recordings, opinions, biographical information, and state of residence for purpose of advertising the Competition, any subsequent drawing, sweepstakes, contest, or other promotion by the Promoter, any event owned or licensed by the Promoter or for any promotional, marketing, or publicity purposes, or for any other commercial purpose, in each case in any media or manner, now known or hereafter devised, without payment, consideration, notice, or approval.

- In the event that the operation, security, or administration of the Competition is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Promoter may, in its sole discretion, either: (1) suspend or modify the Competition to address the impairment and resume the Competition in a manner that best conforms to the spirit of these Terms and Conditions; and/or (2) award the prize in a random drawing from among all eligible entries that have registered up to the time of the impairment. The Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Competition or to be acting in violation of these Terms and Conditions, or in an improper manner. Any attempt by any person to undermine the legitimate operation of the Competition may be a violation of criminal and civil law, and, if such an attempt is made, the Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. The Promoter's failure to enforce any provision or aspect of these Terms and Conditions shall not constitute a waiver thereof.

- All issues and questions concerning the construction, validity, interpretation, or enforceability of these Terms and Conditions, or the rights and obligations of the entrant and the Promoter in connection with the Competition, shall be governed by, and construed in accordance with, the laws of the State of Victoria, Australia nominated by the Promoter, without giving effect to any choice of law or conflict of law rules that would result in the application of the laws of any other jurisdiction. Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Competition, or any prizes awarded or not awarded shall be resolved solely individually, without resort to any form of class action, and exclusively by the appropriate court located in the capital city of such State.