



**PARAMATTA EELS & JAMES HARDIE 'HARDIE HALF TIME KICK' PROMOTION TERMS AND CONDITIONS**

**Promotion Details**

<b>Promotion Name</b>	Parramatta Eels & James Hardie “Hardie Half time kick” (“ <b>Promotion</b> ”)																							
<b>Promoter</b>	<p>The Promoter is James Hardie Australia Pty Ltd ABN 12 084 635 558 of 10 Colquhoun Street, Rosehill NSW 2142 (“<b>Promoter</b>”).</p> <p>The administrator of the Promotion is the Parramatta Eels Rugby League Football Club (the “<b>Eels</b>”).</p>																							
<b>Promotion Type</b>	Game of chance & skill																							
<b>Promotion Overview</b>	<p>The Promoter and the Eels have partnered to give competition entrants the chance to take part in the ‘Hardie Halftime - Boot It or Bank It Comp’ for a chance to win up to AUD \$50,000. Entries will go into a random draw (“the <b>Draw</b>”) in which three (3) contestants will be chosen to take part (“the <b>Game</b>”) on the relevant match day.</p>																							
<b>Promotional Period</b>	<p>The Promotion commences at 9:00 am (AEDT) on 3 March 2026 and ends at 11:59 pm (AEST) on 5 July 2026 (“<b>Promotional Period</b>”). The Promotional Period will be divided into three (3) Entry Periods (as specified below) with each Entry Period associated with an Eligible Match (as specified below).</p> <p>Entries for each Eligible Match open and close on the dates and times specified in the table below.</p> <table border="1" data-bbox="497 1137 1386 1809"> <thead> <tr> <th>Eligible Match</th> <th>Eligible Match Date</th> <th>Entry Period</th> <th>Draw Date and Time</th> <th>Winners Notified</th> </tr> </thead> <tbody> <tr> <td>Eels vs Canterbury-Bankstown Bulldogs</td> <td>19 April 2026</td> <td>Opens: 9:00 am (AEST), 12 April 2026  Closes: 11:59 pm (AEST), 16 April 2026</td> <td>12.00 pm (AEST), 17 April 2026</td> <td>17 April 2026</td> </tr> <tr> <td>Eels vs NZ Warriors</td> <td>2 May 2026</td> <td>Opens: 9:00 am (AEST), 19 April 2026  Closes: 11:59 pm (AEST), 30 April 2026</td> <td>12.00 pm (AEST), 1 May 2026</td> <td>1 May 2026</td> </tr> <tr> <td>Eels vs Manly Sea Eagles</td> <td>5 July 2026</td> <td>Opens: 9:00 am (AEST), 28 May 2026  Closes: 11:59 pm (AEST), 2 July 2026</td> <td>12.00 pm (AEST), 3 July 2026</td> <td>3 July 2026</td> </tr> </tbody> </table>				Eligible Match	Eligible Match Date	Entry Period	Draw Date and Time	Winners Notified	Eels vs Canterbury-Bankstown Bulldogs	19 April 2026	Opens: 9:00 am (AEST), 12 April 2026  Closes: 11:59 pm (AEST), 16 April 2026	12.00 pm (AEST), 17 April 2026	17 April 2026	Eels vs NZ Warriors	2 May 2026	Opens: 9:00 am (AEST), 19 April 2026  Closes: 11:59 pm (AEST), 30 April 2026	12.00 pm (AEST), 1 May 2026	1 May 2026	Eels vs Manly Sea Eagles	5 July 2026	Opens: 9:00 am (AEST), 28 May 2026  Closes: 11:59 pm (AEST), 2 July 2026	12.00 pm (AEST), 3 July 2026	3 July 2026
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<b>Participating Territory</b>	New South Wales, Australia																							
<b>Entry Restrictions</b>	<p>The Promotion is only open to residents of New South Wales, Australia who are aged 18 years or over during the Promotional Period (each, an “<b>Eligible Entrant</b>”).</p> <p>The following are ineligible to take part in the Promotion:</p> <ul style="list-style-type: none"> <li>• Employees* (and their Immediate Families**) of the Promoter or the Eels,</li> </ul>																							

	<p>or any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion; and:</p> <ul style="list-style-type: none"> <li>Any Professional, former Professional, or Semi-Professional*** player of rugby league, rugby union, AFL, soccer, grid iron or any other football format.</li> </ul> <p>* “Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.</p> <p>** “Immediate Family(ies)” means any of the following: spouse, ex-spouse, de-facto spouse, child or step- child, parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin and the persons referred to above includes natural and non-natural relations (in the opinion of the Promoter).</p> <p>*** “Professional or Semi-Professional” means anyone that has ever received, or been entitled to receive, more than AUD \$20,000 in payment or reward (including match fees, sponsorship fees, cash, goods or services) for playing any of the forms of sport referenced above.</p> <p>The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion. The Promoter may require entrants to provide reasonable proof that they meet the requirements for entry in the Promotion.</p>
<p><b>How To Enter</b></p>	<p>To enter, Eligible Entrants must during the relevant Entry Period:</p> <ol style="list-style-type: none"> <li>1 Visit <a href="https://eels.co/hardie-halftime">https://eels.co/hardie-halftime</a>; and</li> <li>2 Complete the entry form by: <ol style="list-style-type: none"> <li>a) entering their personal details (including first name, last name, email address, address and mobile phone number);</li> <li>b) confirming via a tick box that they are a ticket holder for the Eligible Match associated with the relevant Entry Period; and</li> <li>c) confirming via tick box that they agree to these Terms.</li> </ol> </li> </ol> <p>(together, the “<b>Entry Requirements</b>”).</p> <p>Once an Eligible Entrant has completed the steps to satisfy the Entry Requirements, they will receive one (1) entry into the Promotion (an “<b>Entry</b>”). One Entry may be submitted per Eligible Entrant per Entry Period.</p> <p>The Promoter reserves the right, at any time, to verify the validity of Entries and entrants (including an entrant’s identity 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, is not an Eligible Entrant, has tampered with the entry process or engaged in any unlawful or other improper misconduct deemed 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.</p> <p>Incomplete, indecipherable, inaudible or illegible entries may at the Promoter’s sole discretion be deemed invalid.</p>
<p><b>Entry Limits</b></p>	<p>If two Entries are received by the Promoter or the Eels for any Entry Period, the entry received first in time will be entered into the Promotion and, if found to be a valid entry, the second entry will be disqualified from the Promotion.</p> <p>For each Entry Period, entries received at or after the close of that Entry Period will not be counted.</p> <p>Contestants (defined below) will not be permitted to be drawn again for any future Eligible Match.</p>
<p><b>Additional Entry Requirements</b></p>	<p>Any costs associated with attending the Eligible Match including costs for travel to and from the Eligible Match will be the responsibility of the Draw Picks.</p> <p>The Promoter may reject entries in its discretion if it considers the entries may be illegal, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, indecent, libelous, hateful, obscene, or otherwise injurious to</p>

	third parties or are otherwise objectionable.
<b>Selection of Draw Picks &amp; Reserve Picks</b>	<p>One (1) random draw for entries received during each Entry Period will take place at Hive Marketing Group, Suite 222, 117 Old Pittwater Road, Brookvale NSW 2100 prior to each Eligible Match (the “<b>Draw</b>”) on the dates and time specified above.</p> <p>Three (3) entrants will be selected during the Draw and, subject to being confirmed to be Eligible Entrants, will each have the opportunity to participate in the Game at the respective Eligible Match (“<b>Draw Picks</b>”).</p> <p>Ten (10) additional reserve entries will be drawn, and recorded in order, in case of an invalid entry, or in case the Draw Pick/s cannot attend the Eligible Match or an ineligible entrant is selected as a Draw Pick (“<b>Reserve Picks</b>”).</p>
<b>Notification of Draw Picks</b>	<p>Draw Picks will be contacted by SMS, phone and email on the notification date for the respective Entry Period.</p> <p>If a Draw Pick cannot be contacted by 9.00am AEST the day following the notification date, the Promoter will contact the first Reserve Pick from the Draw, by SMS, phone and email. If the first Reserve Pick is unable to be contacted or does not respond within 30 minutes of the first attempt, the Promoter will contact the second Reserve Pick and so on.</p> <p>Any Draw Pick or Reserve Pick who receives a phone call from the Promoter and accepts participation in the Game will become a contestant in the Game (“<b>Contestant</b>”). All Contestants will receive written instructions in relation to the Game from the Promoter prior to the Game taking place.</p>
<b>Announcement of Draw Picks / Publication Details</b>	Contestants will have their first name, last name and postcode or published on the Eels’ website ( <a href="http://www.parraeels.com.au">www.parraeels.com.au</a> ) prior to the commencement of the relevant Eligible Match.
<b>Pre-Game Requirements</b>	<p>Contestants will be required to provide a scanned copy of their ID by email to the Promoter or its agents upon becoming a Contestant. All Contestants must also review and sign the Risk Warning &amp; Liability Waiver (described further at section 21 and appended to these Terms at Appendix 1) prior to participation in the Game. Refusal to review and sign the relevant documents will result in that Contestant forfeiting their participation in the Game.</p> <p>Under no circumstances whatsoever will a proxy or replacement participant be permitted to take part in a Game if the Contestant is unable to participate for any reason.</p> <p>Prior to the Game starting, the Contestants will be taken by the Eels’ staff to a place within the CommBank Stadium compound where they will wait.</p> <p>Immediately before each Game at each Eligible Match, the Promoter/Eels’ staff will set up the place on the field from which the Contestants will kick a rugby league ball (“<b>Kicking Station</b>”).</p>
<b>The Game</b>	<p>Prior to the Game, the Promoter will set a house shaped target with a passing hole in the centre (<b>Passing Station</b>). The Passing Station target will be placed in preparation for the Contestants. All three (3) Contestants will each have thirty (30) seconds to see how many balls they can pass through the target with the Winner determined by the most amount achieved in the allocated time (<b>Qualifying Challenge</b>).</p> <p>The Winner of the Qualifying Challenge will then go onto the Game, while the other two (2) Contestants will not progress.</p> <p>The four (4) Kicking Station/s will be set up in preparation for the Winner’s attempt at the Game. The objective of the Game is to kick a rugby league ball over the centre upright of the goal posts from various distance targets to win the associated prizes (“<b>the Target</b>”).</p> <ul style="list-style-type: none"> <li>• 10m = AUD \$1,000</li> <li>• 20m = AUD \$2,500</li> <li>• 30m = AUD \$10,000</li> <li>• 40m = AUD \$50,000</li> </ul> <p>The Game will be run in the following manner:</p>

	<ol style="list-style-type: none"> <li>1. The Winner will begin at the 10m line. They will take a kick, using a kicking tee, and if they successfully kick the ball over the goal upright, they win AUD \$1,000.</li> <li>2. If the Winner would like they can then attempt a second kick from the 20m line for an additional monetary prize. The Winner must choose to either 'Boot it or Bank it'. Regardless of the outcome, the Winner will walk away with a minimum AUD \$1,000 Prize.</li> <li>3. If the Winner is successful at the 20m line, they will win AUD \$2,500. If they are not successful from the 20m line, the Game ends and they receive their AUD \$1,000 prize. If their kick is successful, the Winner can then decide if they want to 'Boot it or Bank it' and take the AUD \$2,500 prize (Bank it) or attempt to win AUD \$10,000 by kicking from the 30m line (Boot it).</li> <li>4. If the Winner chooses to Bank it, the Game ends and they receive AUD \$2,500. If they choose to Boot it, the Game continues and the Winner attempts to kick from the 30m for a chance to win AUD \$10,000.</li> <li>5. If the Winner is not successful in their attempt from 30m, the Game ends at the Winner walks away with \$1,000. If the Winner is successful, they win AUD \$10,000 and can choose to Bank it, and the Game ends and they receive AUD \$10,000.</li> <li>6. If they choose to Boot it, the Game continues and the Winner attempts to kick from 40m for a chance to win AUD \$50,000.</li> <li>7. If the Winner is not successful in their attempt from 40m, the Game ends at the Winner walks away with AUD \$1,000.</li> </ol> <p>At each attempt, if the Winner kicks the rugby league ball over the Target, then their kick will be deemed a <b>"Successful Kick"</b>. See <b>Further Information and Verification Requirements</b> section below.</p>
<p><b>Rescheduling of the Game</b></p>	<p>In the event of inclement weather or other unforeseen or unexpected event, the Promoter reserves the right to postpone a Game to another Eels match at CommBank Stadium (<b>"Replacement Eligible Match"</b>) at a date and time to be determined by the Promoter and any of its associated third parties (<b>"Replacement Game"</b>). If a Game is postponed, the Promoter will inform the Contestants by SMS, phone call and email, and communicate the date and time of the Replacement Game using the same communication means. The Contestants will be required to confirm their participation in the Replacement Game by a date and time specified by the Promoter and the Eels. If the Draw Picks fail to confirm their participation, or is otherwise unable to participate, in the Replacement Game, the same process as the initial selection process, as set out in the 'Notification of Draw Picks' section above, will apply to the selection of Contestants in the Game.</p> <p>If a Contestant does not hold a ticket to the Replacement Eligible Match, then the Eels will issue to that Draw Pick or Reserve Pick a General Admission ticket to the Replacement Eligible Match.</p>
<p><b>Prizes</b></p>	<p>Any Contestant who completes in the Qualifying Challenge will receive a Consolation Prize of AUD \$250 (<b>"Minor Prize"</b>) for participating.</p> <p>The contestant (<b>"Winner"</b>) who wins the Qualifying Challenge will go onto play the Game and win cash prizes as per the following pending outcomes of the Game:</p> <ol style="list-style-type: none"> <li>1. Fail at any level = AUD \$1,000 payout</li> <li>2. Bank after 2 successful kicks = AUD \$2,500</li> <li>3. Bank after 3 successful kicks = AUD \$10,000</li> <li>4. Bank after 4 successful kicks = AUD \$50,000</li> </ol> <p>If at any stage the Winner is not successful, the Game ends and the Winner walks away with AUD \$1,000.</p> <p>There are three (3) Eligible Matches with three (3) potential Winners of the maximum AUD \$50,000 Prize and two (2) winners of the Consolation Prize per Eligible Match. The total value of the Prize pool for the Promotional Period is up to <b>\$151,500</b> (including GST).</p> <p>Prizes will be paid via EFT to Contestants within 28 days, or if not practicable,</p>

	as agreed between the Promoter and Contestant.
<b>Further Information and Verification Requirements</b>	<p>For a kick to be deemed a 'Successful Kick', the following apply:</p> <ul style="list-style-type: none"> <li>• The rugby league ball must be kicked by the Contestant from the Kicking Station and not moved closer or further from the Target or tampered with in any way before the kick is made;</li> <li>• A Contestant must not be allowed to have any practice kicks or throws or touch any of the balls before instructed;</li> <li>• The rugby league ball must be kicked from the Contestant's foot and pass over the Target (i.e. the uprights of the Goal Post).</li> <li>• Each Contestant's performance in the Game will be reviewed by an independent scrutineer, and the relevant Prize will only be awarded when/if there is no reasonable doubt that their kick in the Game amounts to a Successful Kick at each Station in accordance with these Terms.</li> </ul> <p>Further, each Contestant's participation in the Game will be recorded by the Promoter and/or its third-party providers in one continuous, unbroken video recording (clearly showing the kick being taken and the trajectory of the ball).</p> <p>In order to be deemed a Successful Kick, the video footage recorded by the Promoter and/or its third-party providers must show unequivocal evidence that the kick was achieved and deemed a Successful Kick.</p>
<b>Testimonial, Release and Advertising Material</b>	<p>Participation in the Game constitutes each Contestant's consent to the Promoter and the Eels' use of the Contestant's name and postcode for the purposes of any announcements or administration set out in these Terms and Conditions.</p> <p>Further, each Contestant acknowledges that they may or may not be interviewed on the day of the relevant Eligible Match by the Promoter, the Eels, the television broadcaster and/or its commentators, or any other related third-party organisation. The interview may or may not be picked up by, or included in, the television broadcast for the relevant Eligible Match.</p> <p>By participating in the Game, each Contestant consents to use of their image, likeness and statements made in interviews by the Promoter and the Eels and each Contestant grants to the Promoter and the Eels a non-exclusive, worldwide license to use, reproduce, modify, adapt, publish, transmit via the internet, and display footage (including the video of the kick captured by the Promoter) of his or her entry into the Game in in any media whatsoever without further payment or consideration.</p> <p>Each Contestant further agrees to participate in any such media or publicity following a Successful Kick as the Promoter may request.</p>
<b>Permit / Licence Numbers</b>	<p>This promotion is authorised under the following permits / licences:</p> <p>a. New South Wales Permit No. <b>TP/01457</b>.</p>

### **Terms and Conditions**

1. By entering in this Promotion, entrants acknowledge that they have read, understood and agree to these Terms and Conditions. The Competition Details form part of these Terms and Conditions.

#### **Entries**

2. An entrant's entry must not include: any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent or otherwise objectionable or inappropriate (which includes, without limitation, any content involving nudity, malice, excessive violence or swearing).
3. The Promoter reserves the right to verify, or to require the entrant to verify, that the entry is the entrant's own information, which may include personal information. If an entry cannot be verified to the Promoter's satisfaction, the entry may be deemed invalid.
4. Incomplete and indecipherable entries and any entry which has incorrectly entered personal information or contact details may be deemed an invalid entry. No responsibility is accepted by the Promoter for late, lost, misdirected, ineligible or illegible/inaudible entries (including lost, stolen, forged, defaced or damaged proof

of entry or things required by the Verification Requirements).

5. In the event of a dispute, all entries will be deemed to have been submitted by the person whose name and contact information is reflected in the entry form submitted through the <https://eels.co/hardie-halftime>, as determined by the Promoter in its sole discretion.
6. The use of any automated entry software or any other robotic, programmed, script, macro or other automated entries that allows an entrant to automatically enter the Promotion repeatedly is prohibited and will render entries submitted using such means as invalid.
7. Entries must be received by the Promoter and will be deemed to have been received at the time of receipt by the Promoter. Online and other electronic entries are deemed to have been received at the time of receipt into the promotion database and not at the time of transmission by the entrant.
8. Any costs associated with accessing the Promotion website are the entrant's responsibility and are dependent on the internet service provider used. Entrants must submit their entries and/or claims manually using an internet browser.
9. All entries by entrants who ordinarily reside outside of New South Wales shall be disregarded as ineligible.

#### **Promoter's Rights**

10. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
11. The Promoter may, in its sole discretion, declare any or all entries made by an entrant invalid, and/or prohibit further participation by an entrant in this Promotion or a prize event/activity if the entrant:
  - a. disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
  - b. submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; or
  - c. engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.
12. The Promoter may, acting reasonably and in its absolute discretion, edit, modify, delete, remove or take-down any part of an entrant's entry.
13. 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. 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.
14. All entrants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of the prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
15. Each entrant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
16. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

#### **Prizes**

17. All prizes will be paid by EFT into the Participant's nominated Australian bank account.

#### **Limitation of Liability**

18. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.

19. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for 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 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) cancellation of a Game due to circumstances outside the Promoter or the Eels control; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
20. To the extent permitted by law, the Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, illness or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing in these conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
21. Each Draw Pick agrees and acknowledges the risk warning and liability waiver set out in Appendix 1 to these Terms. Each Draw Pick also acknowledges and agrees that they will sign a copy of the risk warning and liability waiver prior to participation in the Game. Failure to provide a signed copy on request will render that Draw Pick ineligible to participate in the Game. The Promoter and the Eel's liability for any personal injury suffered during participation in the Game shall be limited in accordance with the liability waiver.

### **Privacy / Marketing**

22. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties required for the provision of the Prize. Entry is conditional on providing this information. The Promoter may disclose the information for those purposes to its related bodies corporate and contractors. If entrants do not provide the information requested they will not be able to enter the Promotion.
23. The Promoter is bound by the Australian Privacy Principles contained in the *Privacy Act 1988* (Cth). A copy of the Promoter's privacy policy can be viewed at <https://www.jameshardie.com.au/privacy-policy>. To request access to, or to update, personal information the Promoter holds about them, entrants can contact the office of the Promoter.
24. In addition to the privacy term set out above, if the entrant has ticked the "opt-in" box, the Promoter may also use personal information entrants provide to send information about the Promoter's products and services (including via electronic means), and may disclose the information to its related bodies corporate, agencies and contractors (including call centres, advertising agencies and direct mail houses) the Promoter engages for that purpose.

### **General**

25. The Promoter may communicate or advertise this competition using Facebook and / or Instagram or another social media platform. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram or any other social media platform. Entrants are providing their information to the Promoter and not to Facebook or Instagram. Each entrant completely releases Facebook and Instagram from any and all liability in connection with this Promotion.
26. The Promoter, the Eels and each of their related bodies corporate, officers, employees, agents and licensees are not liable to the Draw Picks and Reserve Picks for any tax implications arising out of the prizes or the Promotion. The Draw Picks and Reserve Picks should obtain independent financial advice on tax implications that may arise as a result of accepting the Prize.
27. Except where prohibited by law, the entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any prize awarded shall be resolved individually.
28. Except where prohibited by law, all issues and questions concerning the construction, validity, interpretation and enforceability of these terms and conditions shall be governed by, and construed in accordance with, the laws of the New South Wales, Australia. All participants consent to the jurisdiction of the courts of the New South Wales, Australia.

**Appendix 1**

**PARAMATTA EELS & JAMES HARDIE 'HARDIE HALF TIME  
KICK' PROMOTION TERMS AND CONDITIONS**

**Risk Warning & Liability Waiver**

- 1 You are required to sign this Risk Warning and Liability Waiver before participating in the Game.
- 2 You must read this document carefully as it is relevant to, and potentially impacts and affects, your legal rights.
- 3 Only sign this Risk Warning and Liability Waiver if you:
  - 3.1 understand it; and
  - 3.2 agree to be bound by it.
- 4 This Risk Warning and Liability Waiver is subject to the laws of New South Wales.

**RISK WARNING:**

- 5 I am aware that by participating in the Game, certain risks or dangers may occur, which could include: physical exertion to which I am not accustomed, all kinds of bodily injuries, including psychological injuries, hazards associated with an activity which involves kicking a ball, including failure of equipment or use of inadequate equipment, or other foreseeable risks of such activity, and the possibility of an accident or illness which requires the assistance of medical services.
- 6 I acknowledge, agree and understand that I am engaging in the Game voluntarily and at my own risk, for recreational purposes, where the Game involves an obvious risk of personal injury inherent in the activity. I agree to undertake this activity in a proper and orderly manner. I acknowledge I have been warned about the risk of personal injury, or death, arising from or in connection with my participation in this activity, and further that this clause constitutes a 'risk warning' for the purposes of section 5M of the *Civil Liability Act 2002 (NSW)*.
- 7 I declare that I am physically capable of kicking a ball and do not suffer from any ailment, illness or incapacity which may hinder or affect my ability to participate in the Game.

**GENERAL WAIVER under the *Civil Liability Act 2002 (NSW)* and the *Australian Consumer Law (Cth)***

- 8 I acknowledge and accept the inherent risks of engaging in the Game, including as set out in the risk warning, and the possibility of personal injury, loss or property damage which may result from such engagement. I waive all claims which might arise against the Promoter, the Eels and any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion and agree not to make any claim for any injury, loss (including illness and death) or property damage which I might sustain as a result of participating in the Game, or any claim for breach of contract, including for any express or implied warranty that the Game was provided with due care and skill, or any claim for negligence arising from or in connection with my participation in the Game

9 I further acknowledge that a supplier of recreational services such as the Game can ask me to agree that the statutory guarantees under the *Australian Consumer Law* (being Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*) do not apply to me. I agree to waive my right to sue the Promoter and the Eels (and any of their respective parent companies, subsidiaries or affiliated companies, or any agencies associated with this promotion) on the basis the Game was not performed in accordance with the statutory guarantees, in particular the guarantees as to due care and skill and/or as to fitness for a particular purpose, are excluded. This waiver is limited to liability for: physical or psychological injury (including aggravation or recurrence of such injury) to me. This waiver does not apply to reckless conduct (as defined in the *Australian Consumer Law*) of the Promoter or the Eels in supplying any recreational services.

Dated:

.....

Signature

.....

Print name