

CONDITIONS OF ENTRY INTO Tszyu v Biggs Ringside Upgrade Promotion

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.

ELIGIBILITY

2. Entry is open to residents in Australia aged 18 and over, and who will, or has already, purchased ticket(s) to the Nikita Tszyu v Dylan Biggs fight at Newcastle Entertainment Centre on Wednesday November 22, 2023. (“**Entrant**”).
3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. The Promoter reserve the right to, at any time, disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, tampered with entry process or engaged in any unlawful or other improper misconduct calculated 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.

PROMOTIONAL PERIOD

5. The promotion commences at 12:00pm (AEDT) on Friday November 10 2023 and closes at 5:00pm (AEDT) on Tuesday November 21 2023 (“**Promotional Period**”).

HOW TO ENTER

6. To enter, Entrants must, during the Promotional Period purchase ticket(s) to the Nikita Tszyu v Dylan Biggs fight at Newcastle Entertainment Centre on Wednesday November 22, 2023.
7. Multiple entries are permitted based on the Entrant making multiple purchases.
8. 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.

9. Any further costs associated with accessing the competition remain the responsibility of the Entrant.

PRIZE

10. The first randomly drawn Entrant will win:
 - a. Two ringside seats including corporate hospitality, valued at \$998AUD.
 - b. A photo opportunity with Tim Tszyu
11. The winner will be drawn electronically after 9:00am (AEDT) on Wednesday November 22 at B1.7/15-21 Doody Street, Alexandria NSW 2015.
12. The winner will be notified via telephone and/or email after 12:00pm (AEDT) on Wednesday November 22 2023, by the Promoter.
13. The prize will be distributed after the winning Entrant accepts the prize.
14. If, for any reason, a photo opportunity with Tim Tszyu is not available due to circumstances out of the Promoter's control, no substitute prize will be provided.

GENERAL

15. By entering this competition, the Entrant agrees to be added to the No Limit Boxing database and may be communicated to regarding future news, events and competitions.
16. The Promoter reserves the right to substitute for any reason whatsoever (or portion thereof) of comparable or greater value and/or specification, at its absolute sole discretion. The prize is awarded as in, without guarantees to the fullest extent permitted by law.
17. The prize must be taken as is and cannot be transferred or substituted and cannot be redeemed for a cash equivalent prize.
18. If the promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
19. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) participation in the prize; or (g) if the appearance of the special guest or the prize is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter.
21. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Statement, which can be viewed at <https://nolimitboxing.com.au/privacy>. The Privacy Statement also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
22. The Promoter is No Limit Boxing Pty Ltd (ABN 86 644 633 803) of 15 Doody Street, Alexandria NSW 2015.