

Smash Bros. Ultimate Tournament

TERMS AND CONDITIONS

By entering the Competition, you are agreeing to the following terms and conditions.

Definitions

1. In these Terms and Conditions:
 - (a) "Competition" means the Smash Bros. Ultimate Tournament;
 - (b) "Promoter" means the City of Armadale (ABN 79 863 269 538) of 7 Orchard Avenue, Armadale;

General

2. The promotion is open to Australian residents that meet the eligibility requirements in these terms and conditions.
3. Instructions on how to enter and other details contained within promotional advertisements form part of these terms and conditions.
4. By entering the promotion, entrants agree to abide by these Terms and Conditions.

Who Can Enter?

5. Entry to the Competition is open to residents of Western Australia who 12 to 15 years of age and is not excluded by clause 6.
6. Elected members, managers, employees, and their immediate families, of the Promoter, are not eligible to enter. For the purpose of this clause 'immediate family' means spouse, de-facto, 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 first cousin.
7. The Promoter reserves the right, in its sole discretion, to:
 - (a) Verify the validity of entries and entrants (including entrants' identity, eligibility, age and place of residence);
 - (b) Disqualify any entrants for tampering with the entry process or for submitting an entry not in accordance with these Terms and Conditions; and
 - (c) Remove and exclude any entry that does not meet the eligibility requirements set out in these Terms and Conditions from the Competition at any time.
8. An entrant can only enter the Competition once.

How to Enter

9. The Competition will commence at 12noon on 17 April 2025 WST ("Commencement Date") and will close at 2.30pm on 17 April 2025 WST ("Closing Date").
10. In order to enter, entrants must:
 - (a) Visit <https://events.humanitix.com/smash-bros-ultimate-tournament?hxchl=hex-pfl> ; and
 - (b) Register your full name, email address and contact phone number; and
 - (c) Turn up and compete on the day (12noon on 17 April 2025 WST).
11. The Promoter reserves the right in its sole discretion to remove and exclude any entry from the Competition at any time.

The Prizes

12. There are two (2) Categories:

- (a) Ultimate Cup
 - (b) Redemption Cup
13. There are two (2) voucher prizes in each category (inclusive of GST):
- Ultimate Cup**
- (a) 1st Prize \$80 JB Hi-Fi Voucher
 - (b) 2nd Prize \$50 JB Hi-Fi Voucher
- Redemption Cup**
- (a) 1st Prize \$50 JB Hi-Fi Voucher
 - (b) 2nd Prize \$30 JB Hi-Fi Voucher
14. The Prize, regardless of whether claimed, unclaimed, or unused, cannot be refunded, exchanged or redeemed for cash.

How to Win

15. **Ultimate Cup:** Participants (“players”) will engage (“play”) with video-game software in an elimination-style, bracketed tournament. The top 2 players of each round, with a total of 8 rounds, will progress to the next round until 1st and 2nd place winners are determined.
16. **Redemption Cup:** For those initially unsuccessful players, there will be a second tournament, with the top 2 players of each round, with a total of 4 rounds, progressing to the next round until 1st and 2nd place winners are determined.
17. The Prizes will be distributed to the winners at the conclusion of the Competition (2.30pm on 17 April 2025 WST).
18. The Promoter reserves the right to request that the Prize winner’s provide proof of age and or proof of identity prior to awarding the Prize. Identification considered suitable for the verification is at the sole discretion of the Promoter.
19. The Promoter’s decision (including any decisions as to Prize distribution) is final and the Promoter will not enter into correspondence regarding the result.
20. It is a condition of accepting the Prize that the winner must comply with all these Terms and Conditions and the Prize supplier’s requirements. To the extent of any inconsistency with these Terms and Conditions, the terms and conditions of the Prize supplier prevail.

No Liability

21. All costs incurred by the entrant associated with entering this Competition and claiming the Prize are the responsibility of the entrant.
22. The Promoter and their associated personnel, agencies and companies will not be responsible or liable for:
- (a) Any loss or damage whatsoever or personal injury suffered or sustained, in connection with the Competition, the use, delivery or installation of the Prize or any act or omission of the Promoter, or their respective agents, employees or contractors;
 - (b) Damage of the Prize, or any element of the Prize, or the winner’s property during installation or transport of the Prize;
 - (c) Prizes that are damaged, lost in transit, late, lost or misdirected delivery, or if any element of the Prize is not provided;
 - (d) 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; or
 - (e) Any loss or damage sustained or incurred:

- (i) If, for any reason, the Competition is suspended, varied or terminated at any time, with or without prior warning or publicity;
- (ii) As a result of late, lost or misdirected entries;
- (iii) As a result of any change in the value of the Prize, or any element of the Prize, occurring between the Commencement Date and the date that the Prize is claimed.

23. These indemnities and disclaimers apply to the full extent permitted by law.

Reserved Rights

- 24. In all matters, all decisions of the Promoter will be final and cannot be contested. No correspondence or discussions will be entertained.
- 25. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Privacy Details

- 26. The Promoter is collecting entrant's personal information for the purpose of conducting and promoting this Competition, including for the purpose of identifying and notifying the Prize winner. Upon entry into this Competition, the Promoter may collect entrant's personal information, including name, address, age, telephone number and other contact details. The Promoter will not use this information for any purpose other than that outlined in these Terms and Conditions.
- 27. All Prize Winners agree to be photographed and give permission to the Promoter for it to use such photographs for any promotional purposes whatsoever and royalty free.
- 28. By entering this Competition each entrant expressly consents to the Promoter disclosing their personal information to any other third party engaged to provide or install any element of the Prize for the purpose of fulfilling the Prize.