

TERMS OF USE

1. General

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2. Modifications of Terms and Conditions

PHMG reserves the right to amend, vary, change, modify, add or remove all or any portion of the Terms and Conditions in its sole and absolute discretion at any time and without prior notice to you. Any changes will operate prospectively. Your continued use of the Sites is taken to be implied acceptance by you of the Terms and Conditions as modified from time to time. Please check this page periodically for any modifications. You must refrain from using these Sites if you do not agree with or if you do not accept any of these Terms and Conditions.

3. Information Provided by You

In the course of using these Sites, you may be required to provide us with certain information, including as part of the sign-up process. It is your responsibility to provide us with information that is accurate, complete and correct. PHMG and GTO take no responsibility for any errors that may occur as a result of you providing PHMG and GTO with incorrect, incomplete, outdated or otherwise invalid information. The personal information supplied by participants of a Tipping Competition will be used by GTO in accordance with its privacy policy. Please refer to the privacy policy on these Sites for further information relating to our treatment of your personal information.

4. GTO Software

GTO is the owner of, and has absolute title to all of the software used on or in conjunction with, or referred to, on these Sites, including but not limited to all tipping software and software relating to tipping competitions ("GTO Software").

5. Tipping Competitions

These Sites offers you the opportunity to start and manage your own tipping competition. In respect of any tipping competition set up on these Sites or any other websites using the GTO Software ("Tipping Competition"), the person who sets up the Tipping Competition will become the competition manager ("Manager") and will be responsible for the way in which the Tipping Competition is run. On setting up a Tipping Competition, the Manager will be assigned a unique uniform resource locator (or URL) that provides access to a personalised tipping page ("Tipping Page"). The Tipping Page is unique to that Tipping Competition and is the medium through which the Manager and all participants of that Tipping Competition can join, tip, check results and consult with the leader board. GTO does not warrant that results of a Tipping Competition will always be accurate and GTO takes no responsibility if the results are inaccurate or not available for any reason.

7. Competition Rules and Prizes

For competitions administered by PHMG

- Refer Page 7 for Terms and Conditions for PHMG's 2017 NRL Tipping Competition
- Refer Page 7 for Terms and Conditions for PHMG's 2017 AFL Tipping Competition
- Refer Page 7 for Terms and Conditions for PHMG's 2017 Super Rugby Tipping Competition

8. Disputes

You are solely responsible for your interactions with other users of the Sites, third party developers or any other parties with whom you interact through the Sites (or any related applications of the Sites). PHMG reserves the right, but has no obligation, to become involved in any way with these disputes. In the event that PHMG elects to become involved with any dispute, the decision of PHMG is final and no correspondence will be entered into.

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The Sites may contain links to other websites which are owned or operated by third parties ("Third Party Sites"). These links are provided for convenience only. Links on the Sites to Third Party Sites may not be current and are not indicative that Third Party Sites are being maintained

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10. Cookies

We may use cookies to gather data in relation to these Sites and you consent to us doing so (although you may be able to disable cookies on your web browser).

11. Advertising

You consent to the use of cookies by any third party advertisers on the Sites or on any Tipping Pages.

12. Secure Data

Given the nature of the internet, PHMG and GTO cannot guarantee that any data transmission is totally secure. Whilst we take precautions to protect information, we do not warrant and cannot ensure the security of any information you transmit to us. You therefore transmit to this Sites at your own risk. However, once we receive your transmission, we will take reasonable steps to preserve its security. If you become aware of any problems with the security of the data or the Sites, please contact us immediately through the "Contact" page on the Sites. When you sign up or register to become a member of the Sites, you will be asked to choose a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not use the account, username, email address or password of another member at any time or to disclose your password to any third party. You are solely responsible for any and all use of your account.

13. Viruses

Given the nature of the internet, PHMG and GTO cannot guarantee that this Sites is free from viruses, faults or other conditions which could damage or interfere with your computer systems, and we do not warrant that your access to this Sites will be uninterrupted, error free or that any defects will be corrected. You assume the risk of any damage to your property as a result of using these Sites, and to the maximum extent permitted by law; we disclaim all liability for any errors, omissions and faults. You must take your own precautions to ensure that the process which you use for accessing these Sites does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Sites or any linked websites.

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15. Disclaimer as to Affiliations

This Sites and GTO are not associated or affiliated with, or in any way related to, any of the following organisations: 1. National Rugby League (NRL); 2. New South Wales Rugby League (NSWRL); 3. Super League (Europe); 4. Queensland Rugby League (QRL); 5. Rugby League International Federation (RLIF); 6. Australian Rugby Union (ARU); 7. Australian Football League (AFL); 8. South Africa New Zealand Australia Rugby (SANZAR); 9. South African Rugby Football Union (SARFU); 10. New Zealand Rugby Football Union (NZRFU); 11. International Rugby Board (IRB); 12. English Premier League (EPL); 13. Football Association

(FA); 14. Fédération Internationale de Football Association (FIFA); 15. Football Federation Australia (FFA); 16. Australian Cricket Board (ACB); 17. National Basketball League (NBL); 18. National Football League (NFL). 17. Intellectual Property This Sites, the GTO Software and all intellectual property rights, including graphics, logos, trade marks, design, text, icons, the arrangement of them, sound recordings and all software relating to this Sites, are the intellectual property of us, a related body corporate of us or their respective owners. These intellectual property rights are protected by Australian and international laws. Nothing contained in this Sites is to be interpreted as a recommendation to use any information on this Sites in a manner which infringes the intellectual property rights of any person, company or entity. We make no representations or warranties that your use of this Sites or the information on this Sites will not infringe such intellectual property rights.

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Content in accordance with these Terms and Conditions. Your use and continued use of the Sites is solely at the discretion of PHMG and the GTO. PHMG and the GTO reserves the right to prohibit anyone from accessing, browsing, supplying information to or downloading information, material or Content from the Sites. Nothing in these Terms and Conditions grants you any rights (including, without limitation, any intellectual property rights) in or to the Sites or any Content, other than the limited right to use the Sites and the Content according to the terms of these Terms and Conditions.

16. Indemnity

You agree to indemnify us, our officers, employees, agents and other persons (including without limitation, licensors, affiliates, parent companies and subsidiaries) involved in the creation of this Sites from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this Sites, your interactions with other users of the Sites, third party developers or any other parties with whom you interact through the Sites, or otherwise, any information that you provide to us via this Sites or any damage that you may cause to this Sites. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the Competition and Consumer

17. Severability

If any provision in these Terms and Conditions is held invalid or unenforceable under an applicable law, the remaining provisions shall continue in full force and effect.

18. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia. You hereby irrevocably submit to the non-exclusive jurisdiction of the courts of that State. In the event that any of the Terms and Conditions is found to be invalid, voidable or unenforceable under any court of law, such invalidity or unenforceability will not affect the remainder of these Terms and Conditions, which will continue in full force and effect. If you access these sites in a jurisdiction other than New South Wales, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. We make no representations that the content of these sites complies with the laws of any country outside Australia. © Copyright 2011 All rights reserved. No part of these sites may be reproduced in any manner without the express written permission of PHMG.

PHMG 2017 NRL Tipping Competition

TERMS AND CONDITIONS

1. Conditions of Entry

- (a) By entering this competition entrants accept these Terms and Conditions.
- (b) Entry is open to Australian residents aged 18 years or older.
- (c) Entry and participation in this competition costs \$25 per code (AFL, NRL, Super Rugby). Should a participant pay \$50 to enter any two of the competitions, they will also be given free access to the third competition
- (d) Each venue will hold all monies collected from entrants until the conclusion of all three competitions (home and away season only – excluding finals) at which point it will be distributed to the winners of each competition at each respective venue

2. Key dates

The term of this competition is based on the following:

2017 NRL Premiership Home and Away Season which starts 2 March 2017 and ends 4 September 2017 (**Regular Season**).

2017 Super Rugby Home and Away Season which starts 23 February 2017 and ends 16 July 2017

2017 AFL Home and Away Season which starts 23 March 2017 and ends 27 August 2017

(b) Eligible participants may enter the competition at any time between 9am (AEST) on 08 February 2017 and 5pm (AEST) on 31 August 2017 (**Entry Period**).

3. Registration

(a) To enter the competition an eligible person must register during the entry period using the range of URLs listed above and provided by PHMG, or at the “Tipping Access Point” located within each of the five participating venues:

The Royal Hotel 237 Glenmore Road Paddington NSW 2021

The Four in Hand Hotel 105 Sutherland Street Paddington NSW 2021

The Buena Vista Hotel 76 Middle Head Road Mosman NSW 2088

The Narellan Hotel 279 Camden Valley Way Narellan NSW 2576

The Collaroy Hotel 1064 Pittwater Road Collaroy Beach NSW 2097

(b) Entrants must not register more than once.

(c) When registering, entrants must accurately complete all details in the online registration form and must specify a valid username and password which they will use when participating in the competition (**Login Account**).

(d) Entrants are solely responsible for any activity that occurs in relation to their Login Accounts. Entrants must keep details of their Login Account secure and must notify PHMG immediately of any breach of security or unauthorised use of Login Accounts. PHMG will not be liable for any loss to entrants caused by unauthorised use of an entrant’s Login Account.

4. Submitting tips

- (a) The competition involves registered entrants submitting tips for NRL games during the Regular Season, in accordance with these Terms and Conditions.
 - (b) For each game during the Regular Season, an entrant must nominate their tip by selecting the team they predict will win the game and the margin they predict a team will win by for a selected game.
 - (c) Tips may only be submitted using the online process which entrants can access through one of the tipping access points by logging on with their Login Account.
 - (d) Entrants must not submit more than one tip per game.
 - (a) Tips must be submitted before the Tipping Deadline (see section 5 below).
 - (b) Tips will be deemed to be submitted at the time of receipt and not at the time of transmission.
- Late, incomplete, incorrectly submitted, illegible, corrupted or misdirected tips will be deemed invalid.

5. Tipping Deadline

- (a) An entrant may submit a tip for any game during the Regular Season prior to the advertised start time for that game (**Tipping Deadline**).
- (b) A running timetable of scheduled game starting times will be available from each of the tipping access points.
- (c) Any postponed, rescheduled or delayed games will have their Tipping Deadline updated as required.

6. Points and rankings

Tips are entered for each match in a round. 1 point is awarded for tipping the winner of the match.

For NRL tipping, if the match is a draw at full time, points are awarded for selecting the winner of the golden point play off. If it is still a draw after the golden point period no points are awarded for the game. For all other sporting competitions if the match is a draw at full time, no points are awarded for tips in the match.

A bonus 1 point is awarded for tipping a perfect round where it is detected that the tips were entered at one of the tipping access points while present at one of the participating clubs.

A margin score is required to be entered for one match in each round. The margin represents the amount that you predict your selected team will win by. Your margin score will be used to determine the winner of a round or the entire competition if the tipping scores are equal. The lower your margin score the better the entrant is deemed to have performed..

Calculating margins

If the team you tip wins the match, your margin score is the difference between the actual margin in the Full Time Score that the team you tipped won by, and the margin your entered. For example if you tipped Australia

Full time score Australia 54 vs Italy 6

Margin entered 36

Actual Margin 48

Margin Score $48 - 36 = 12$

If the team you tipped loses the match, your margin score is the actual margin plus the margin entered. For example if you tipped Italy:

Full time score Australia 54 vs Italy 6

Margin entered 6

Actual Margin 48

Margin Score $48 + 6 = 54$

If a tipper does not submit a tip for a game, they are assigned the away team as their tip for that game.

If a tipper does not submit any tips for a round, as a penalty, they do not receive points for their first winning tip in that round. For example, if 8 away teams win in the round that the tipper missed, then 7 points will be awarded.

Points awarded to entrants will be aggregated at the completion of each round during the Regular Season, and entrants will be ranked in accordance with the points they scored and their margin score for the round. The rankings for each separate round in the Regular Season will be used to determine the winners of the Weekly Prizes in accordance with clause 7 below.

The points and margin scores awarded to entrants for each round will accumulate throughout the Regular Season. The rankings for the whole of the Regular Season will be used to determine the winners of the First, Second and Third Prizes in accordance with clause 7 below.

7. Determination of winners

The margin score will be used to determine the winner of a round or the overall competition if the tip scores are equal. For example if two tippers share 1st place on 100 points, the tipper with the lowest margin score will be the winner.

If tippers cannot be split using these methods then the prize will be split. The prize splitting process will be such that where there is a tie for any place (first place, second place etc) the prize for that place and prize for the next lower place will be combined, and each of the tied winners will receive an equal split of the combined prize. For example, where there is a tie between two winners for the First Prize, the First and Second Prizes will be combined and each of the two winners will then receive half of the combined prize.

8. Prizes

PHMG prizes apply to all entrants in the competition. The prize distribution for the winners at each venue will be as follows:

1st Prize	70% of the TOTAL PRIZE POOL per competition (AFL / NRL / Super Rugby)
2nd Prize	20% of the TOTAL PRIZE POOL per competition (AFL / NRL / Super Rugby)
3rd Prize	10% of the TOTAL PRIZE POOL per competition (AFL / NRL / Super Rugby)

There will also be a lucky draw prize in the form of a \$2,000 voucher to be used at any PHMG Venue. This will be awarded to a randomly selected participant on Monday 4 September. This winner will be notified by email.

