

Palmerston Youth Festival 2022

Schedule 2 Term of Entry to Competition

Competition	Geekfest Top End (GFTE) – Esports Tournament																												
Competition Period	Start: 15 June 2022 End: 15 July 2022 No entries will be accepted outside this time.																												
Promoter	City of Palmerston ABN: 42 050 176 900 Civic Plaza 1 Chung Wah Terrace Palmerston NT 0830																												
Eligible entrants	Entry to the Competition is open to all Northern Territory residents and interstate visitors who satisfy the Terms and Conditions. Employees of the Promoter are not eligible to enter the competition																												
Prize draws	All prizes are provided by City of Palmerston as advertised in the Tournament promotion material found on the website. Prizes may be changed for whatever reason; however, all reasonable steps will be taken to ensure you are notified of such changes, at least 12 hours prior to the change taking effect. Prizes are not transferable or exchangeable and cannot be taken as cash. No responsibility is accepted for any variation in the value of the prizes.																												
Total number of Prizes	Total of 12 prizes																												
Total prize value	<p>Prize Pool – Super Smash Brothers Ultimate</p> <table border="1"> <thead> <tr> <th>Division</th><th>Prize</th></tr> </thead> <tbody> <tr><td>Middle School 4th</td><td>100</td></tr> <tr><td>Middle School 3rd</td><td>200</td></tr> <tr><td>Middle School 2nd</td><td>300</td></tr> <tr><td>Middle School 1st</td><td>500</td></tr> <tr><td>High School 4th</td><td>100</td></tr> <tr><td>High School 3rd</td><td>200</td></tr> <tr><td>High School 2nd</td><td>300</td></tr> <tr><td>High School 1st</td><td>500</td></tr> <tr><td>Opens 4th</td><td>100</td></tr> <tr><td>Opens 3rd</td><td>200</td></tr> <tr><td>Opens 2nd</td><td>300</td></tr> <tr><td>Opens 1st</td><td>500</td></tr> <tr><td></td><td>\$3300</td></tr> </tbody> </table> <p>Total prize pool: \$ 3300 (AUD)</p>	Division	Prize	Middle School 4th	100	Middle School 3rd	200	Middle School 2nd	300	Middle School 1st	500	High School 4th	100	High School 3rd	200	High School 2nd	300	High School 1st	500	Opens 4th	100	Opens 3rd	200	Opens 2nd	300	Opens 1st	500		\$3300
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Competition Description	<p>Level Up Esports will host the 2022 Geekfest Top End Major Esports Tournament for Super Smash Brothers Ultimate. Compete to be the Palmerston reigning champion in the following 3 divisions:</p> <ul style="list-style-type: none"> • Middle School • High School • Opens 																												

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At battle for some of the Total prize pool: \$ 3300 (AUD)

Registrations open 6 June 2022 and Close 15 July 2022 - No entries will be accepted outside this time.

Register HERE -

<https://app.smartsheet.com/b/form/f524d2ec938f4f1caace58e7400f9821>

This years Tournament will be complimented with the following opportunities to have fun with friends:

- Free Play Zone
- Virtual Reality
- Jackbox Games
- Just Dance
- Race your mates on Mario Kart on the Big Screen.

Terms of entry

The following terms and conditions of entry ("Terms") apply to Super Smash Brothers Ultimate 1v1

General

- Registration and participation by an entrant to this Tournament is deemed as acceptance of these Terms and the Rules and Regulations of this Tournament.
- This Tournament features games of skill, with each entrant individually judged based on merit with strict adherence to the Rules and Regulations of this Tournament. This Tournament does not feature games of chance.
- The tournament Rules and Regulations for Smash Brothers can be found below.
- Level Up Esports and Palmerston Regional Basketball Association are not liable for any loss (including loss of opportunity) or damage (including, but not limited to, direct, indirect or consequential loss) or personal injury in relation to this Tournament or the use of, or participation in, the prize.

Rights

Level Up Esports reserves the right to:

- The final decisions for all matters over the course of this Tournament.
- To, at any time, verify an entry or entrant and disqualify an entrant Level Up Esports has reason to believe has submitted an entry not in accordance with these Terms; and
- To modify, suspend or terminate the Tournament with a minimum of 12 hours' notice to all entrants.

Prizes

- All prizes are provided by City of Palmerston as advertised in the Tournament promotion material found on the website. Prizes may be changed for whatever reason; however, all reasonable steps will be taken to ensure you are notified of such changes, at least 12 hours prior to the change taking effect.
- Prizes are not transferable or exchangeable and cannot be taken as cash. No responsibility is accepted for any variation in the value of the prizes.

Prize Pool – Super Smash Brothers Ultimate

Division	Prize
Middle School 4th	100
Middle School 3rd	200
Middle School 2nd	300
Middle School 1st	500
High School 4th	100

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	High School 3rd	200
	High School 2nd	300
	High School 1st	500
	Opens 4th	100
	Opens 3rd	200
	Opens 2nd	300
	Opens 1st	500
		\$3300
Entry Requirement The nominated person must complete an entry; a successful entry must have been submitted through the official registration form and meet the following requirements: <ul style="list-style-type: none"> • Middle School entrants must consist of only students currently registered in a Middle School. Proof such as a student card or birth certificate may be required. • High School entrants must consist of only students currently registered in a High School. Proof such as a student card or birth certificate may be required. • Students must be aged 11 years or older to participate. • A team must meet minimum player numbers for their given game when registering. • Each person must provide their relevant Name and personal contact information. • Open to Australian School Students. • Limited to once per person and once per team, an entrant is not permitted to register or participate as part of more than one team per competition. 		
Maximum Entries	There is no limit on how many games you can enter.	
Notification of Winners	City of Palmerston will contact the winner by email if not in attendance when announced at GFTE Day 2. SSBU Open tournament winners must be available to attend GFTE Day 2.	
Public announcement of winners	1. Winners' names and pictures may be published on City of Palmerston, media platform pages, e.g. Facebook page following the event. 2. All winners will also be published here: www.palmerston.nt.gov.au	

Terms & Conditions of entry

1. These Terms & Conditions incorporate the Schedule. If there is any inconsistency between the Schedule and these Terms & Conditions, the Terms & Conditions prevail.
2. Participation in this Competition is deemed acceptance of these Terms of Entry. Entrants not complying with these Terms of entry are ineligible entrants and the Promoter reserves its absolute right to disqualify any entrant from the Competition if any entries do not comply with the Terms and Conditions.
3. Entry is open to any person who meets the requirements of these Terms and Conditions.

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4. The Competition will be conducted during the Competition period as stated in the Schedule.
5. The Prize/s are as specified in the Schedule.
6. The total prize pool is as specified in Schedule.
7. Any prize is valued in Australian dollars unless expressly stated to the contrary.
8. All vouchers are valid until the expiry date stated on the voucher as provided by the supplier.
9. Entrants agree to comply with any terms and conditions stated on the voucher supplied by the supplier
10. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
11. Entrants are advised that tax implications may arise from their prize winnings, and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
12. The time of entry will be deemed to be the time the entry is received by the Promoter.
13. Entrants may submit up to the Maximum number of entries as stated in Schedule.
14. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
15. The winner(s) will be notified in accordance with the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or 48 hours after the promoter uploaded the notification. The notification will include details about how the prize(s) can be claimed.
16. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the Competition period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
17. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

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18. The winner(s) name will be published in accordance with the public announcement of winners' section of the Schedule (if applicable).
19. Entrants acknowledge that there may be risks to personal property and personal safety that may result in loss, injury or death when participating in the Competition. Entrants accept all risks in participating in the Competition and will not hold the Promoter (including its officers, employees and agents), liable for any damage to property, personal injury or death incurred in connection with participating in the Competition, whether arising in negligence or otherwise.
20. To the full extent permitted by law, the Promoter excludes all warranties, representations or guarantees (Warranties) regarding the Competition and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Competition. The conduct of the Competition or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Competition, an entrant releases and indemnifies the Promoter (including its officers, employees and agents) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Competition or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
21. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Competition is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Competition, or paying the cost of resupplying those goods or services.
22. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
23. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
24. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Competition at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

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25. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Competition and receipt of the prize).
26. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Competition) to proceed with the Competition on the dates and in the manner described in the Schedule and these Terms & Conditions, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Competition will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
27. All entries become the property of the Promoter. As a condition of entering into this Competition, entrants agree to assign all their rights in and to their entry and any related content to the Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.
28. Entrants consent to the Promoter using the personal information provided in connection with this Competition for the purposes of facilitating the conduct of the Competition and awarding any prizes, including to third parties involved in the Competition and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
29. The collection and disclosure of personal information provided in connection with this Competition will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (Cth) and Australian Privacy Principles.
30. The Competition and these Terms of entry will be governed by the law of the Northern Territory. Entrants accept the exclusive jurisdiction of courts and tribunals of the Northern Territory in connection with disputes concerning the Competition.
31. Social media platforms which may include but not be limited to Facebook, YouTube, Instagram, TikTok, or Snapchat may be used to advertise or promote the Competition. By entering the Competition, entrants agree that the Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok, or Snapchat from all liability in relation to this Competition. Any questions, comments or complaints regarding the Competition should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok, or Snapchat.