"VISA x SUPERBOWL LIX" PROMOTION

TERMS AND CONDITIONS

- 1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. Entry is only open to Australian residents aged 18 years or over who can travel to the USA in February 2025.
- 3. Employees (and their immediate families) of the Promoter, TikTok and agencies associated with this promotion are ineligible to enter. 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. Employees, officers, directors, agents and representatives of the NFL Enterprises LLC (hereafter, "Sponsor"), The NFL Parties (defined as NFL Properties LLC, National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Enterprises LLC, NFL International LLC, NFL Productions LLC, and each of their respective affiliates, owners, subsidiaries, shareholders, officers, directors, agents, representatives and employees, both individually and collectively) and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies (hereafter collectively, "Released Parties"), and each such individual's immediate family members (mother, father, sister, brother, any child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, are not eligible to participate or win a prize.
- 5. Entries into the promotion open at 12:01am AEDST on 23/12/2024 and close at 11:59pm AEDST on 06/01/2025 ("**Promotional Period**").
- 6. To be eligible to enter, individuals must undertake the following steps during the Promotional Period:
 - Log in to their own personal TikTok account;
 - Follow Visa Australia on TikTok (if not already);
 - Locate the promotional post on the Visa Australia TikTok account and click on the link to access the promotional entry form;
 - Input the requested details and submit the online entry form in full.
- 7. Only one (1) entry is permitted per person.
- 8. The Promoter, reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age 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, tampered with the 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.
- 9. Incomplete or indecipherable entries will be deemed invalid.

- 10. 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.
- **11.** The draw will take place at Anisimoff Legal, 3 Amy Close, Wyong NSW 2259 at 11:00am AEDST on 08/01/2025, in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing via email within two (2) business days of the draw and their details (first initial, surname and postcode) will be published online at Visa.com.au/promotions/superbowl-lix.html on 10/01/2025.
- 12. The Promoter's decision is final and no correspondence will be entered into.
- 13. The first valid entry drawn will win a Super Bowl LIX Package for two (2) adults valued at up to AUD\$38,000 depending on point of departure. Prize includes:
 - Four (4) nights 4-star accommodations, based on double occupancy;
 - Visa Daily Hospitality which includes dedicated Visa staff and hospitality areas within their accommodation;
 - Return economy flights for two (2) people to New Orleans, USA from the winner's nearest Australian international airport;
 - Scheduled ground transportation in the USA, including airport transfers in host city and transfers from accommodation to prize events;
 - Daily breakfast;
 - Super Bowl Special Event entry for two (2) people (a pre-game event);
 - Local Cultural Activity for two (2) people as determined by the Promoter in its sole discretion;
 - Super Bowl LIX game tickets for two (2) people;
 - Super Bowl Experience tickets for two (2) people;
 - \$400 USD Visa prepaid card (for the winner only);
 - Visa | Super Bowl LIX branded gift; and
 - NFL athlete meet and greet opportunity at select events.

Additional spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with the Super Bowl LIX event, with flights departing on 05/02/2025 and is subject to booking and flight availability. The winner and their companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

- 14. Any meet and greet opportunities awarded as part of the prize is not guaranteed and will be subject to the goodwill of the athlete/s on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that these elements of the prize cannot be offered for any reason.
- 15. In the event of war, terrorism, state of emergency, pandemic, government lockdown, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the

promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.

- 16. Any ancillary costs associated with redeeming the Visa prepaid card are not included. Any unused balance of the Visa prepaid card will not be awarded as cash. Redemption of the Visa prepaid card is subject to any terms and conditions of the issuer including those specified on the Visa prepaid card.
- 17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 18. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 19. The Super Bowl LIX tickets (and other Super Bowl related prize components, as well as the Local Cultural Activity) are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and their companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
- 20. Total prize pool value is up to AUD38,000.
- 21. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 22. A draw for the prize, if unclaimed, may take place on 23/01/2025 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if one is required, will be notified in writing via email and their details (first initial, surname and postcode) will be published online at Visa.com.au/promotions/superbowl-lix.html on 28/01/2025.
- 23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 24. If this 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 26. 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, as well as any other implied warranties under the ASIC Act 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.

- 27. 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) if the Super Bowl LIX event, or any other prize event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) use of the prize participation in the prize.
- 28. As a condition of accepting the prize, the winner (and their companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 29. Entrants irrevocably waive all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this promotion or the prizes awarded. The NFL Entities have not offered or sponsored this promotion in any way.
- 30. 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, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Notice, which can be viewed at https://www.visa.com.au/legal/global-privacy-notice.html.The Privacy Policy 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. Unless otherwise indicated by the Promoter the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion, entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.
- 31. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the TikTok Terms of Service, which can be viewed at https://www.tiktok.com/legal/page/row/terms-of-service/en.

- 32. Entrants understand that they are providing their information to the Promoter and not to TikTok. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to TikTok. TikTok will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
- 33. The Promoter is Visa AP (Australia) Pty Ltd (ABN 20 134 885 564) Level 39, International Tower 2, 200 Barangaroo Avenue, Barangaroo NSW 2000 Australia.

NSW Authority No. TP/04034. ACT Permit No. TP24/02968. SA Permit No. T24/2264