

## The Trend Bettor's 'Capping Comp 2019 - Terms and Conditions

### Entry

1. This document contains the terms and conditions of entry ("these Terms") into "The Trend Bettor's NFL 'Capping Comp" for 2019. Entry into this competition is deemed acceptance of these Terms.
2. The Promoter is The Trend Bettor Pty Ltd (The Trend Bettor), ABN 31 630 158 477.
3. Entry closes at 12:00pm on Thursday, September 5<sup>th</sup>. All times in these terms are as the local time in Melbourne, Victoria, Australia.
4. Entry is open to all people excluding the sole-proprietor of The Trend Bettor and people under the age of 18. Multiple participants can enter as one entry (still a \$100 fee). Participants can also enter multiple entries with different email addresses. There is no limit as to how many entries one person may enter.

### Definitions

5. **"Comp"** (Competition) means a group for entrants to join as individuals.

**"Capping"** (Handicapping) in sports-betting terms means a race or contest in which contestants are given advantages or compensations to equalize the chances of winning.

**"Entrant"** means a person who is eligible to participate in and has submitted an entry into this Promotion in accordance with these Terms.

**"Leader board/Ladder"** means the competition's overall leader board/ladder of Entrant rankings.

**"Line/spread"** means a range of outcomes and the bet is whether the outcome will be above or below the spread.

**"Match/Game"** means a single game of NFL, which is played during the 2019-20 Regular Season.

**"Ranking"** means where an Entrant ranks or is placed overall in the Competition.

**"Pick"** means an Entrant's selection for a game put towards the Comp.

**"Week"** means one of the 17 Weeks consisting of games played during the Regular Season.

**"Regular Season"** means the 17 weeks of Matches in the 2019-20 NFL Regular Season.

**"Score"** means the number of points allocated to an Entrant for the correct Line predictions made, whether it be the week's tally, or the season's.

**"Sure Picks"** means the selection feature that rewards the entrant "2" points if he/she predicts a line correctly.

### **Entry Conditions**

6. To register for the Competition, Entrants must before the entry close time: register their details and provide all required information, and submit the entry fee of \$100 via [www.thetrendbettor.com](http://www.thetrendbettor.com).
7. All entrants must be over the age of 18, and The Trend Bettor cannot be held liable if it is discovered that an entrant isn't over the age of 18.
8. Entrants will have the opportunity to select 5, and only 5, lines from the total of matches in each week of the NFL Regular Season.
9. Each Entrant will also have 1 sure pick for each week.
10. Entrants will have the opportunity to submit their weekly selections after the official lines have been released by The Trend Bettor (via a survey, Twitter, or on The Trend Bettor website) and prior to:
  - a. 2 hours before the first game of the week, if an entrant wants to make a pick involving that said game.
  - b. Sunday at 12:00 p.m. (AEST) if an entrant's picks does not involve a match played before Saturday.
11. If an entrant is wanting to make a pick on a game that is played before Sunday afternoon (U.S. Time), they will have to select all of their week's picks before the first game that involves their pick. Once an entrant's picks have been made, they cannot be retracted or amended.
12. Entrants will receive an email that includes a survey every Wednesday of each regular season week. This completed survey will be considered as an entrants' picks for the round.
13. If an entrant's picks are not submitted before the allocated times, the entrant will automatically score 0 points for the round.
14. Once an entrant submits a pick, it can not be retracted or amended unless a clear and obvious error has been detected, eg. Accidentally selecting two teams from the same game.
15. Entrants will be allocated one (1) point for each correctly selected winning line/spread, and two (2) points for each correctly selected winning line/spread.
16. To submit a "Sure Pick", an entrant has to ensure that they submit it when prompted in the survey.
17. An entrant cannot select two teams participating in the same game.
18. In the event of a Match in a given Round being cancelled, abandoned, not completed or not played for any reason, an entrant with a pick involving the said match will be allowed to submit six (6) picks in the next round.
19. Entry fees cannot and will not be refunded in any situation.
20. The Trend Bettor accepts that due to human error of transferring data, there can sometimes be a difference what an entrant has picked, and what is reflected on the scoreboard. Although The Trend Bettor will do everything they can to eliminate errors, it is up to each entrant to ensure that their picks are correct and true.

### **Prizes and Prize Pool**

21. The Entrants with the highest Rankings at the end of the last week (17) of the Regular Season will win the major prizes of a direct bank transfer with the allocated sum into the nominated bank account.

22. Only entrants who are placed in the top 3 of the ladder are eligible for prizes. An Entrant's Ranking will dictate what percentage % of the entry pool an entrant will win.
- 1<sup>st</sup> place will win 75% of Prize Pool
  - 2<sup>nd</sup> Place will win 15% of Prize Pool
  - 3<sup>rd</sup> Place will win 5% of Prize Pool
  - The remaining 5% will be considered a commission fee towards The Trend Bettor. This commission fee predominately helps fund legal and technological fees, as well as general maintenance of the competition.
23. Entrants who finish in the top 3 will be required to submit some form of Identification (eg. Drivers License or Passport). If it is discovered that one of the top 3 entrants is under the age of 18, they will be automatically disqualified from winning the competition and a new top 3 will be calculated. The disqualified entrant is not entitled to a refund.

### **Tiebreakers**

24. In the event of a tie (for any top 3 position), the following tie-breakers will apply for the involved teams to help determine final Ranking positions:
- Total Score
  - Number of "sure picks" tipped correctly
  - Number of occasions an entrant had scored a perfect score in a round (eg. 6 from 5 picks + 1 sure pick)
  - The team who scored exactly 0 weekly points in the least occasions.
25. If there are still Entrants that are tied at the end of the tie-breaking process, the prize pool will be split evenly between the tied Entrants.
26. If so requested by The Trend Bettor, all prize winners are required to sign a release and indemnity form in favour of the Promoter and return the document to the Promoter prior to taking their prizes.
27. The Promoter reserves the right, at any time, to verify the validity of entries/tips/registrations and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry/registration/tipping process.
28. 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.
29. 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.
30. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
31. The total prize pool for this Competition will be disclosed Friday, September 6<sup>th</sup>. All prices and values in these Terms are stated in Australian dollars and are inclusive of GST.
32. Prizes are not transferable or exchangeable and prize pool figures will be not negotiable.
33. Judging of all prizes will be conducted by a representative of the Promoter.
34. The Promoter's decision for all prizes in this Promotion is final and binding and no correspondence will be entered into.
35. Incomplete, indecipherable and incorrect entries/registrations/tips or entries/registrations/tips containing offensive or defamatory comments, or which

breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.

36. 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.
37. The Promoter accepts no responsibility for any entries, registrations or tips not received for any reason during the Promotion. Registrations, entries and tips will be deemed to be accepted at the time of receipt and not at the time of transmission. No responsibility will be taken for lost, late or misdirected registrations, tips or entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
38. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
39. 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.
40. To the extent permitted by law, the Promoter and its agencies associated with this Promotion are not liable and do not accept responsibility for:
  - a. an Entrant's entry or tips not being received or which are received and subsequently corrupted or rejected by a server of The Trend Bettor;
  - b. any private or public tipping competition which uses or relies upon the The Trend Bettor in any way as a means for collecting and disbursing data, or for conducting a tipping competition;
  - c. any lost, misdirected or corrupt registrations, entries, tips or emails whether to or from the The Trend Bettor or otherwise; and/or
  - d. any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained:
    - i. in connection with an Entrant's participation in the Promotion or the taking of a place, except that which cannot be excluded by law; and/or
    - ii. relating to the conduct of the Promotion however caused, including failure of the Tipping Website or incorrect or corrupt data supplied by the Promoter to Entrant.
41. By participating in this Promotion, each Entrant agrees and acknowledges that:
  - a. they may be contacted by the Promoter to provide comments about the Promotion and the Promoter (or an agent of the Promoter) may take photos of them;
  - b. the Promoter may use such comments or photos (the "Materials") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;

- c. the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - d. they acknowledge that the Promoter retains all right, title and interest, including copyright, in the Materials and, by participating in the Promotion, they assign to the Promoter on creation of the Materials all right, title and interest which might, but for these Terms, vest in them;
  - e. they unconditionally and irrevocably consents to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("Moral Rights");
  - f. they waive all Moral Rights in the Materials that arise outside Australia; and
  - g. they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
42. Any cost associated with participating in the Promotion and/or accessing the The Trend Bettor website is the Entrant's responsibility and is dependent on the Internet service provider used.
43. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, The Trend Bettor (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 the Promotion, including but not limited to:
- 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, registration, tip 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; or
  - f. taking and/or use of a prize.
44. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize.
45. The Promotion is governed exclusively by the laws of Australia.

## **FAQ**

### **Q: How will we submit picks?**

A: Each entrant will get an email which includes a survey to complete on Wednesdays (AEST). Each entrant must submit their survey before 12:00pm each Saturday Afternoon, or before 2 hours before the first game of the week if an entrant wants to make a pick in that said game.

### **Q: Are game totals involved, or strictly lines/spreads?**

A: Strictly lines/spreads.

### **Q: What about Thursday games, and other games before Friday (eg Anzac Day)?**

A: An official line will be both tweeted and emailed to each entrant for the Thursday game. If an entrant wants to make a pick for these said games, they must contact The Trend Bettor either via email or Twitter with their pick, and then the Entrant MUST only submit 2 picks in their "survey".

### **Q: Will the leader board be easily accessible to us?**

A: Of course, not only will a leader board be available and updated weekly, but everyone's picks will become accessible and transparent on the Saturday or Sunday.

### **Q: How many picks do we make a week?**

A: Each Entrant submits 3 picks per week, and will have 5 "sure picks" throughout the season. Sure Picks are worth 2 points.

### **Q: What is the prize pool structure?**

A: 75% of pool for 1<sup>st</sup> place, 15% for 2<sup>nd</sup>, 5% for 3<sup>rd</sup>. 5% Commission goes to covering legal fees regarding the running of the competition.

### **Q: Can we read the terms and conditions?**

A: They are easily accessible at the bottom of <https://www.thetrendbettor.com/contact>