NBL x Spalding "Design Your Own Basketball" Promotion
National Basketball League Pty Ltd
Terms and Conditions

Schedule	
Promotion:	NBL x Spalding "Design Your Own Basketball" Promotion
Promoter(s):	National Basketball League Pty Ltd ABN 65 164 187 937, Level 1/88 Green St, Cremorne, VIC 3121, Australia. Ph: 03 8391 6099 (NBL) GN Sports Pty Ltd ABN 68 069 922 970 28 Hudson Court, Keysborough, VIC, 3173, Australia, Ph: 03 9765 5999 For any inquiries regarding this Promotion, please contact the NBL at info@nbl.com.au or on 03 8391 6099.
Promotional Period:	**Start date: 26th October 2026** at 12.00am AEDT. **End date: 16th November 2026** at 11:59pm AEDT.
Eligible entrants:	Entry is only open to Australian Residents. An 'Australian Resident' means a person who resides in Australia at the start of the Promotional Period and who holds Australian citizenship or holds an Australian permanent residency visa. *Entrants under 18 years old must have parental or guardian consent to enter, and the parent or guardian agrees to these terms and conditions of the Promotion.*
How to Enter:	To enter the Promotion, the entrant must, during the Promotional Period, visit nbl.com.au/spaldingdesign and fully complete and submit the following details via the entry page: First Name, Last Name, Email, Phone Number, Postcode, NBL Team of support, Date of Birth. Entrants must also [submit their own basketball design via the entry page].
Entries permitted:	Entrants may submit one (1) eligible entry per person
Winner Determination:	Judging: • This Promotion is a game of skill. All valid entries will be judged by representatives of Spalding at 12pm AEDT on Wednesday 25 November 2026. • Entries will be judged on the basis of the quality of the entrant's submission. The highest-ranked valid entry will be the winner of the major prize specified in the Schedule below. • Judging will be conducted in private. The judges' decision is final and no correspondence will be entered into. All reasonable attempts will be made to contact the winner. • The winner's details (last name, first initial and postcode) will be published at https://nbl.com.au/competitions within seven (7) days of judging.
Total Prize Pool:	AUD: $699.90

Prize Description	**Number of these prizes on offer**	**Value (per prize)**
10x Spalding basketballs for each winner, featuring the winner's custom design	1	AUD $699.90

Prize Conditions:	Notification to the prize winner will be sent via email. The winner will work with Spalding to finalise their design after the prize is

	claimed. The prize is expected to be designed, produced and delivered to the winner within approximately four (4) months of the prize being claimed. This timeframe is an estimate only and may vary due to production, supply or delivery delays, including delays outside the Promoters' reasonable control. The Promoters will keep the winner reasonably informed of any expected delay.
Winner notification timeframe:	The prize winner will be contacted by email within 14 days of judging.
Unclaimed Prizes:	Prize must be claimed by 25 February 2027 at 12pm AEDT. In the event of an unclaimed prize, the prize will be awarded to the next highest-ranked valid entry as determined by the judges. The winner, if any, will be notified by email and their details (last name, first initial and postcode) will be published at https://nbl.com.au/competitions within 14 days of being selected. If there are no prize winner/s or winner/s for this Promotion cannot be found, this information will be published at https://nbl.com.au/competitions. Where the original prize cannot be awarded due to timing constraints, the winner will receive an alternative prize of equal value, as determined by the Promoter.

1. The Promotion is run by National Basketball League Pty Ltd (ABN 65 164 187 937) of Level 1, 88 Green Street, Cremorne, VIC and GN Sports Pty Ltd (ABN 68 069 922 970) of 28 Hudson Court, Keysborough, VIC, 3173, Australia (Promoters).

2. If you are an eligible person and satisfy all entry requirements as set out in these Terms and Conditions, then subject to these Terms and Conditions, your entry will be judged for the opportunity to win a prize (**Promotion**). The Promotion commences on the Start Date and ends on the End Date (**Promotional Period**).

3. Entries are deemed to be received at the time of receipt by the Promoters and not at the time of transmission or deposit by the entrant. Records of the Promoters and their agencies are final and conclusive as to the time of receipt.

4. Valid and eligible entries will be accepted during the Promotional Period.

Entrant requirements

5. Entry to the Promotion is open to all Australian Residents, who comply with the 'Entry' provisions set out in the Schedule.

6. Employees, directors and officers, and their immediate family and respective household members, of:
   a. the Promoters;
   b. the related bodies corporate of the Promoters; and
   c. any advertising or promotion agencies of the Promotors,

   are not eligible to enter. 'Immediate family' means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or first cousin.

Entry into the Promotion

7. To enter the Promotion and be eligible for judging, entrants must during the Promotion Period comply with the 'How to enter' provisions set out in the Schedule above.
8. Each design submitted must be the entrant's own original work. Entries must not copy, or be substantially based on, any other person's artwork or design, and must not include any trade mark, logo, brand, character or other material owned by a third party [other than the trade marks of the Promoters or NBL clubs]. By entering, each entrant warrants that their entry complies with this clause and does not infringe the intellectual property or other rights of any person. The Promoters may, in their sole discretion, deem invalid any entry they reasonably believe does not comply with

this clause.

9. The use of automatic entry software, mechanical or electronic devices that allows an individual to automatically enter the Promotion is prohibited and may render any entries submitted by that individual invalid.

10. Each entry must be made in accordance with these Terms and Conditions. By entering the Promotion, each entrant agrees to be bound by these Terms and Conditions. The Promoters may in their discretion refuse to award any prize to any entrant who fails to comply with these Terms and Conditions.

Prizes

11. Any expenses related to the prize, collecting the prize or enjoying the prize (including but not limited to flights, accommodation, meals etc) will be borne by the winner/s.

12. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within the timeframe, as specified in the Schedule, or is unavailable, they forfeit the prize and the Promoters are not obliged to substitute the prize.

13. No component of the prize can be transferred or redeemed for any other service provided by the Promoters. In the event that any of the prizes become unavailable, the Promoters reserve the right to provide a similar product to the same or greater value as the original prize, subject to any applicable laws or written directions of a relevant regulatory authority.

14. No entry fee is charged by the Promoters to enter the Promotion. Where entry is allowed online, there is no additional cost to enter the Promotion other than any cost paid by the entrant to access the website or social media platform of entry via their Internet service provider.

15. In the event of war, terrorism, state of emergency or disaster, the Promoters reserve the right to cancel, terminate, modify or suspend the Promotion or suspend or modify a prize, subject to any requirements of a relevant regulatory authority.

16. Decisions of the Promoters are final and will be binding on each person who enters the Promotion, and no correspondence will be entered into.

Prize Awarding

17. 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 Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserve the right, in their 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.

18. The Promoters reserve the right, at any time, to verify the validity of entries and entrants (including identity, age and place of residence) and reserve the right, in their sole discretion, to disqualify any individual who the Promoters have 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. Failure by the Promoters to enforce any of their rights at any stage does not constitute a waiver of those rights. The Promoters' legal rights to recover damages or other compensation from such an offender are reserved.

19. If a prize is provided to the Promoters by a third party, the prize is subject to the terms and conditions of the third party prize supplier. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Terms and Conditions in the event of any inconsistency. To the extent permitted by law the Promoters accept no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Terms and Conditions or otherwise.

20. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Consumer Guarantees Act 1993* (NZ) and/or *Fair Trading Act 1986* (NZ) and the *Competition and Consumer Act 2010* (Cth).

21. The Promoters accept no responsibility for any tax implications that may arise from prize winnings. All taxes which may be payable as a consequence of receiving the prize are the sole responsibility of the winner. Any additional costs involved are at the winner's expense. Independent financial advice should be sought.

Exclusion of liability

22. To the full extent permitted by the law, the Promoters will not be liable for any injury, damages, expenses, or loss whatsoever (whether director consequential) to persons or property as a result of any person entering into the Promotion or accepting or using any prize.

23. The Promoters are not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this competition, or for any technical error that may occur in the course of the administration of the Promotion.

24. The Promoters assume no responsibility for 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.

Data collection and privacy

25. The Promoters collect personal information (**PI**) in order to conduct the Promotion and may, for this purpose, disclose such PI to other third parties, including but not limited to, agents, contractors, service providers and prize suppliers as required in Australia. Entry is conditional on providing this PI. The Promoters will also use, and handle PI as set out in NBL's Privacy Policy available at https://nbl.com.au/pages/privacy-policy and GN Sports' Privacy Policy available at https://www.spalding.com.au/privacy-policy

26. In addition to any use that may be outlined in the Privacy Policies identified above, the Promoters may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policies also contain 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 Promoters. The Promoters may disclose entrant's PI to any entity outside of Australia in accordance with their respective Privacy Policies.

General

27. Entrants agree that they are fully responsible for any materials or responses they submit via the Promotion including but not limited to comments, recordings and images (**Content**). The Promoters shall not be liable in any way for such Content to the full extent permitted by law. The Promoters may remove or decline to publish any Content without notice for any reason whatsoever.

28. As a condition of entering the Promotion, each entrant licenses and grants the Promoters, and the Promoters' affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

29. Entrants consent to the Promoters 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 a reasonable

period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoters in connection with the Promotion.

30. The winner will be required to participate in promotional and content creation activities relating to the Promotion and their winning design, which may include photography, video, interviews and/or social media content. Where the winner is under 18 years old, participation will be subject to the consent and supervision of their parent or guardian. By entering the Promotion, entrants acknowledge that, if they are the winner, they will be featured in NBL and Spalding promotional, marketing and advertising content across NBL's and Spalding's digital and social media channels, websites and other marketing materials.

31. The winning design may be considered by Spalding for commercial production and sale through selected retail stores and/or online channels. Any such production or sale is at Spalding's sole discretion and will be subject to, among other things, retailer interest, commercial viability and production requirements. Spalding does not guarantee that the winning design will be produced or made available for purchase.

32. 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 2010 (Cth), as well as any other implied warranties under the *Australian Securities and Investments Commission Act 2001* (Cth) 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 Promoters (including their respective officers, employees and agents) exclude 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.

33. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including their respective officers, employees and agents) are 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 Promoters' 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 Promoters) due to any reason beyond the reasonable control of the Promoters;
    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 of the prize/attendance at the prize event.

34. The laws of Australia apply to this Promotion to the exclusion of any other law. Entrants submit to the exclusive jurisdiction of the courts of Melbourne, Victoria Australia.

35. The Promoters and entrants acknowledge that this Promotion is in no way sponsored, endorsed, affiliated or administered by or associated with Instagram, Facebook, TikTok or Twitter.