

## **The Training Squad - Terms & Conditions 2023**

These Terms and Conditions govern the rules under which The Training Squad will be conducted. By submitting your entry, you will be taken to have unequivocally accepted these Terms and Conditions and will be entering into a binding agreement with The Daily Aus Holdings Pty Ltd ACN 636 427 408 (TDA).

You must also tick the box on the application form confirming that you have read and agree to the Privacy Policy, which can be found at <http://www.thedailyaus.com.au/niketrainingsquad>

**Entry to The Training Squad commences on 25 May 2023 and closes on 13 June 2023.**  
The **Website** is <http://www.thedailyaus.com.au/niketrainingsquad>

### **ELIGIBILITY FOR ENTRY/CONSIDERATION FOR The Training Squad 2023 (The Training Squad)**

1. The Training Squad is open to all female and gender diverse Australian residents aged between 18-35 as of 25 May 2023. The program has been set up by TDA and is sponsored by Nike Australia Pty Ltd (Nike) to help the selected recipients build a portfolio of work in sports journalism.
2. To be eligible to be considered for The Training Squad, you must meet all the following eligibility requirements:
  - Entrants must not have a full-time position at a media organisation as a sports journalist;
  - You must comply with these Terms and Conditions;
  - You must be over the age of 18 as of 25 May 2023; and
  - You must be an Australian resident.
3. TDA reserves the right at all times and in its absolute discretion to disqualify any entrants and/or to request the return of any merchandise and/or to withdraw an announcement that a person has won a placement in The Training Squad if they are found to be ineligible.
4. TDA may reject incomplete, invalid, ineligible or late entries in its sole discretion.
5. For the entire duration of The Training Squad, you must continue to comply with the eligibility requirements. If there is a change in your eligibility status between the time you enter and the conclusion of The Training Squad, you must notify TDA immediately.
6. If your eligibility status changes after entering The Training Squad, TDA reserves the right to disqualify you from The Training Squad at its sole discretion.
7. Directors, management, employees and the immediate families of TDA, and their associated agencies and companies are not eligible to enter.
8. TDA may accept late entries at its sole discretion.
9. TDA will decide in its sole discretion which documents, and work products are suitable for establishing eligibility.

### **TRAINING SQUAD ENTRIES**

10. Information on how to enter (including the entry form itself) forms part of the terms of entry.
11. You can apply to enter The Training Squad by submitting a fully completed entry form together with a link to a sample of your work, either hosted on a social media platform or in another form.

12. Entries must be submitted to TDA online at <http://www.thedailyaus.com.au/nike Trainings Squad> ("the **Website**").
13. Entrants must notify TDA as soon as possible if their contact details change at any time between the date of entry and the announcement of The Training Squad recipient.
14. You may only submit one entry to The Training Squad.
15. Entries must not be unlawful, obscene, defamatory, offensive or capable of giving rise to legal liability.
16. All entries are deemed to be received at the time of receipt into the TDA's database and not at time of transmission by the entrant. TDA takes no responsibility for late, lost or misdirected entries or for any delays or failures in any telecommunications services or equipment.
17. TDA may reject any entry if it reasonably believes that the entry has been made using automated entry means.
18. TDA may reject any entry if it reasonably believes that any part of the entry is not the sole work of the entrant.

## **MEDIA AND PROMOTIONAL ACTIVITIES**

19. By participating in The Training Squad, you agree to participate in any media or promotional activities selected by TDA at its absolute discretion (including participating in a sound recording, photograph, video, or film session, and the broadcasting or transmission by any means of any of the foregoing).
20. By entering The Training Squad, you agree that TDA and any party authorised by TDA may in perpetuity record, broadcast, transmit and publish in any format (including but not limited to written, audio, visual, digital and electronic formats) any aspect of The Training Squad, including:
  - your name;
  - your participation in The Training Squad;
  - your entry in The Training Squad;
  - the process by which you were selected by TDA and Nike as a finalist or winner;
  - photographs, video, audio recordings or film footage related to The Training Squad;
  - any promotional activities undertaken with respect to The Training Squad; and
  - any other activities pursuant to or in connection with The Training Squad.
21. The judging panel will combine TDA and Nike employees.
22. The judges' decisions regarding all aspects of this activity will be final and no correspondence will be entered into. In the event that a winning entry becomes ineligible, the judges reserve the right to conduct further judging as necessary to find an eligible winner of The Training Squad.
23. The timeline for judging is as follows:
  - 15 June 2023 - Shortlist distributed amongst judging panel.
  - 15 June 2023 - Winners decided in judging panel session.
  - 16 June 2023 - Winners notified via nominated email/phone contact (up to five (5) winners selected in total).

## **PROGRAM BENEFITS**

24. Selected applicants will participate in a part-time 12-week program. One day will be spent at TDA's headquarters in Sydney, where an introductory planning and training day will be facilitated for participants. All travel, accommodation and food will be paid for by TDA in connection with the training day (as advised by TDA).

25. All other activities in The Training Squad will be conducted remotely from the participant's permanent place of residence. There may be occasions where participants are invited to attend sporting matches, corporate events, media events or otherwise, but invitations to these events are at the sole discretion of TDA.
26. If participants are invited to events, all travel and accommodation costs will be paid by TDA. There may be cases where only attendees in a particular city are invited to local events, and there is no guarantee of attendance at events requested by the participant. In all other cases, all costs will be the responsibility of the participants.
27. The participants will be announced on 16 June 2023. The participants will be notified by phone and email. The participants' names may be published on the Website and on the social media pages operated by TDA.
28. The participants must attend an exclusive training day workshop in Sydney (as outlined above).
29. The participants are entitled to reasonable travel expenses (including accommodation and economy class flights) if the training day is in a city that is not their permanent place of residence. Nike will not be responsible for any travel expenses incurred by the participants.
30. If TDA cannot contact you within 3 days of being nominated as a participant, it may disqualify you from The Training Squad.
31. If requested to do so by TDA you must, before participating, execute a Participation Agreement in the form prescribed by TDA.
32. Unsuccessful entrants will not be notified.
33. Participants in The Training Squad will not be paid for their time or participation in The Training Squad activity. For the sake of clarity, any loss of income as a result of participating in The Training Squad (and not paid employment) will not be covered by TDA or Nike.

#### **RIGHTS YOU ARE GIVING TO TDA**

34. By submitting your entry in The Training Squad, you grant TDA a perpetual, royalty-free and non-exclusive license to:
  - communicate or otherwise make your entry - or content produced on your platform under the direct guidance of TDA - available to the public in the context of any source related to this or future The Training Squad programs;
  - otherwise reproduce, publish, communicate, perform or use your entry - or content produced on your platform under the direct guidance of TDA for purposes related to this or future The Training Squad programs; and
  - make an audio-visual recording embodying your entry - or content produced on your platform under the direct guidance of TDA and to make copies of that recording and to distribute those copies to members of the public for purposes related to this or future The Training Squad programs.
35. By submitting content as part of your entry to The Training Squad you will be giving TDA a perpetual, non-exclusive, royalty-free licence to communicate, publish, broadcast or otherwise make such content available to the public from the Website or from any other source.
36. This licence from you includes the right for TDA to reproduce your entry. TDA will not pay you for the reproduction, broadcast, communication or publication of such content.

#### **YOUR PROMISES TO TDA**

37. In addition to submitting your entry into The Training Squad, you make the following legally binding promises to TDA:

- that you have all the necessary rights to submit your entry - or content produced on your platform under the direct guidance of TDA - into The Training Squad and to grant us the right to publish or communicate your entry as set out in these Terms and Conditions;
- that our use of your entry for the purposes of The Training Squad and related purposes, including making your entry available for public access from the Website will not infringe any third party's intellectual property rights or any other proprietary rights;
- That your entry does not contain any content that is defamatory or that contravenes any applicable Australian law including but not limited to the Copyright Act 1968, the Competition and Consumer Act 2010 or similar fair trading laws, the provisions in the *Broadcasting Services Act 1992* in relation to 'prohibited content' or 'potential prohibited content' on the Internet, laws relating to consumer protection, unfair competition, criminal law or anti-discrimination laws;
- that any information you submit as part of or related to your entry is current and accurate and not in any way fraudulent, false or misleading; and
- that any information you submit via the Website does not contain any viruses or other malicious computer programs that may damage, modify or delete any of the information on the Website or affect the proper operation of the Website.

#### **YOUR INDEMNITY AND RELEASE**

38. To the full extent permitted by law, you agree to release, indemnify and hold harmless TDA, our officers, directors, employees, agents, program supplier and contractors from and against all direct and indirect losses, damages, costs, expenses and claims (whether foreseeable or not) which may be suffered or incurred by you as a result of or in connection with your use of the Website, your entry in The Training Squad, your acceptance of any program benefits awarded in The Training Squad and/or your use of TDA services.
39. You agree to indemnify TDA and program suppliers, for all direct and indirect losses, damages, costs, expenses and claims (whether foreseeable or not) which may be suffered or incurred by TDA and their suppliers as a result of or in connection with your entry in The Training Squad Competition (including, but not limited to, third-party claims for infringement of intellectual property rights).
40. Any costs associated with entering The Training Squad, including any tax payable, are the entrant's responsibility.

#### **GENERAL**

41. Nothing in these Terms and Conditions is intended to or will be construed as creating a relationship of employer and employee, principal and agent, joint venture or partnership between you and TDA.
42. To the extent permitted by law, TDA will not be liable to you in any circumstances for any loss or damage (whether direct, indirect or consequential) suffered by you or any other person due to your use of the Website, your entry in The Training Squad, your acceptance of any program benefits, or your use of our services, regardless of whether such loss or damage arises from any act or omission (including negligence) of TDA, its directors, employees, agents or contractors.
43. If any part of these Terms and Conditions is held to be invalid or unenforceable, that part only shall be amended or severed to the extent of any invalidity without affecting the validity of the remaining provisions.

44. The Website is operated from New South Wales, Australia. These Terms and Conditions are governed by the laws of New South Wales and by using the Website you irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.
45. TDA is not responsible for lost, interrupted communications or unavailable network server or other connections, failed telephone, mid-delivery or computer transmissions or other errors of any kind, whether human, mechanical or electronic. TDA assumes no responsibility for any error, defect, delay, theft or unauthorised access to or alteration of entries.
46. Subject to any written directions given under the applicable law, if, for any reason, the competition is not capable of operating as planned, including infection by computer viruses, tampering, unauthorised intervention, fraud or any other causes beyond the control of TDA which corrupts or affects the administration, security, fairness, or proper conduct of the competition, then TDA reserves the right, at its sole discretion, to cancel, terminate, modify or suspend this competition.
47. TDA collects personal information from entrants in order to conduct the Competition and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, suppliers and, as required, to Australian regulatory authorities.
48. By entering this Competition you agree to TDA and Nike's use of your personal information as described in TDA's Privacy Policy and Nike's Privacy Policy) . All entries become the property of TDA and your name may be included on a database.
49. All rights relating to Website materials that are not expressly granted under these Terms and Conditions are reserved by TDA.
50. All material on the Website is protected by Australian and international copyright and other intellectual property laws. These rights belong to TDA and Nike or to third parties that have licensed TDA and Nike to publish their material on the Website.
51. In using the Website, you must not do anything that either interferes with or breaches these laws or the rights of TDA and Nike or any third party in the material on the Website.
52. You agree to not transmit to or via the Website any pornographic, obscene, offensive, defamatory or otherwise unlawful content.
53. You use the Website at your own risk and you acknowledge that TDA has no control over any data communications that take place over the Internet.
54. To the maximum extent permitted by law, TDA expressly exclude all warranties or conditions (whether express or implied) in relation to your use of the Website or related services, including:
  - the accuracy, completeness or currency of any information or content;
  - that your use of the Website will not result in infringement of third-party rights (including intellectual property rights);
  - that the services provided by us, including the Website, will be timely, secure or error-free; and
  - that you will have continuous, uninterrupted access to the Website and related services.
55. You acknowledge that TDA may need to make changes to the terms and conditions of The Training Squad in order to comply with Australian State or Federal policies and legislation relating to the Covid 19 pandemic. This may include a delay, suspension, alteration or termination of The Training Squad activity.

#### **LINKED WEBSITES**

56. To the extent that hyperlinks to other websites exist on this site, TDA does not assume any liability as to their content and functioning reliability.

57. Links to other websites are provided by TDA only as a convenience and do not imply any endorsement by TDA of the linked site.
58. If you choose to open or use linked websites, you do so at your own risk.

#### **ACCESSING THE WEBSITE FROM OUTSIDE AUSTRALIA**

59. The Website is operated from Australia and we do not warrant that any of the content on the Website complies with the laws of any country outside Australia. If you access the Website from outside Australia you do so at your own risk and you accept sole responsibility for any consequences that result from you accessing and using the content on the Website.