

## Essendon Football Club 2022 AFLW End Of Year Member Survey Prize

### TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. Entry is open to all ordinary Australian persons ("Eligible Entrants"). Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this competition.
3. Employees (and their immediate families) of the Promoter, participating outlets and the agencies associated with this promotion are ineligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse child or step-child (whether natural or by adoption), parent, step-parent.
4. Competition commences on 22/11/2022 at 9.00am AEST and closes 02/12/2022 at 11.59pm AEST (the "Competition Period").
5. To enter this competition, Eligible Entrants must during the Competition Period complete the survey and answer the final question.
6. The Promoter reserves the right, at any time, to invalidate any entries (and entrants who submit or cause those entries to be submitted) which it reasonably suspects have been submitted: (a) using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information; (b) through the use of multiple identities, email addresses or accounts; and/or (c) in any way in contravention of these Terms and Conditions.
7. Incomplete, illegible or incorrect entries, or those which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, will be deemed invalid.
8. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
9. The Promoter reserves the right, at any time during, or after the closing date of the competition, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
10. Entries are deemed to be received at the time of receipt into the Promoter's competition database and NOT at the time of completion by the Eligible Entrant. Any cost associated with entering the competition is the Eligible Entrant's responsibility.
11. The judging will take place at 32 Watson Drive, Melbourne Airport, Victoria, 3045 on 16/12/2022 at 2.00pm AEST. The prize winners will be notified via telephone or email within 2 days of the winner being selected to organise the claiming of their prize. The Judges' decision is final and no correspondence will be entered into. The winners names will be published on the Essendon

Football Club Membership website (<https://membership.essendonfc.com.au/member-info/competitions-terms-and-conditions-winners->) by 21/12/2022.

12. This is a contest of skill, judged on criteria set by the Essendon Football Club. Chance will not play a role in determining the Competition winner.
13. The most constructive answer to the final question in the survey as judged by the Essendon Football Club will receive a free 2022 AFLW membership, valued up to \$85.
14. The total prize pool is valued up to \$170.
15. Two (2) prizes will be awarded in total. There is a limit of one (1) prize per Eligible Entrant.
16. If for any reason a winner does not take the prize or any part of the prize at the time stipulated by the Promoter, then the prize or that part of the prize cannot be transferred, exchanged or redeemed for cash.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
18. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - (a) To disqualify any Eligible Entrant; or
  - (b) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
19. If any prize (or part of any 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.
20. 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 and the AFL (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion or accepting or using the prize.
21. The Promoter reserves the right to request that the winner provide proof of identity prior to awarding the prize. Identification considered suitable for verification is at the discretion of the Promoter. Prize winner may be required to sign any form required by the Promoter including without limitation a legal release and indemnity form or a declaration confirming their eligibility to accept the prize.

22. In the event that a winner is unable to be contacted, and all methods of communication are unsuccessful, or a winner does not respond to the Promoter's initial communications within three (3) months, another winner will be selected for any unclaimed prizes may take place on 18/01/2023 at the same time and place as the original selection, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone or email on the day that the winner is selected. The prize remains the property of the Promoter until claimed by the prize winner.
23. Where the prize is no longer redeemable at the time that a selection is made for any unclaimed prizes, such as the second runner up prize, an alternative prize of the same value will be arranged.
24. Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.
25. Should an Eligible Entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
26. The Promoter is 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 this competition. The Promoter assumes 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.
27. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
28. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition any changes are subject to State Regulations.
29. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
30. Prizes and participation in the competition are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable.
31. If due to any reason whatsoever the Promoter becomes aware after an Eligible Entrant has won the prize that the Eligible Entrant has not complied with these terms, that Eligible Entrant will have no entitlement to the prize, even if the Promoter has announced him/her as the

winner and that Eligible Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

32. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, Eligible Entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
33. Each Eligible Entrant must ensure that any other person whose details have been provided by the Eligible Entrant to the Promoter for the purposes of the Eligible Entrant's participation in this competition has given their implied or express consent for their details to be provided to the Promoter and any of its related companies and to be contacted by the Promoter or any of its related companies in relation to this competition.
34. Eligible Entrants acknowledge that the promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Twitter, Pinterest, Instagram or any other social media platform whatsoever. Any information provided as part of the competition is provided to the Promoter and not to the relevant social media platform. Entry into the competition is deemed acceptance of the terms and conditions of any relevant social media platform's terms and conditions including but not limited to Facebook's terms and conditions of use and related rules on [www.facebook.com](http://www.facebook.com). Eligible Entrants completely release any relevant social media platform, including but not limited to Facebook, from any and all liability in connection with this competition.
35. Unless the contrary intention appears, a reference in these terms or in any advertisement relating to this competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).
36. All entries and materials submitted to the Promoter in connection with this competition (in any form including without limitation in hard copy or electronic form) become and remain the property of the Promoter and each Eligible Entrant warrants it has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials. The Promoter may collect Eligible Entrants' personal information in order to conduct the promotion. If the information requested is not provided, the Eligible Entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each Eligible Entrant also agrees that the Promoter, the Promoter's employees, related companies and agents, including but not limited to the AFL, may use this information, in any media for future promotional purposes, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the Eligible Entrant, including sending the Eligible Entrant electronic messages and telephoning the Eligible Entrant.
37. All personal information you provide will be used by the Essendon Football Club and the AFL in accordance with our Privacy Policy available at <http://www.essendonfc.com.au/privacy> and may be disclosed by the Essendon Football Club or AFL in accordance with the Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the Essendon Football Club and AFL.
38. The competition is governed exclusively by the laws of Australia.

39. The Promoter is the Essendon Football Club (ABN 22 004 286 373), 275 Melrose Drive, Melbourne Airport, Victoria, 3045. Any reference to AFL refers to the Australian Football League (ABN 97 489 912 318).
40. By entering into the Competition you indicate you have read and agree to be bound by the Club Privacy Policy: <http://www.essendonfc.com.au/privacy>