

TERMS AND CONDITIONS OF 2024 EFC MEMBER Q&A ‘LIVE WITH MCKAY & DUURSMA’ COMPETITION

1. Information on how to enter and prize information form part of these terms and conditions of entry (**Conditions of Entry**).
2. Entry into the Promotion is deemed acceptance of these Conditions of Entry.
3. The entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The Promoter’s decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of the Conditions of Entry generally.
4. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person’s ineligibility after the Promoter has awarded a prize to the ineligible person. Return of a prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
5. The promoter’s decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered in to.
6. The Promoter is the Essendon Football Club (ABN 22 004 286 373), 32 Watson Drive, Melbourne Airport, Victoria, 3045. Any reference to AFL refers to the Australian Football League (ABN 97 489 912 318).

PROMOTION PERIOD

7. The Promotion commences on Friday, July 26, 2024, at 9:00am AEST and closes Monday, July 29, 2024 at 11:59pm AEST (**Promotional Period**).

WHO CAN ENTER

8. Subject to paragraph 9, entry in the Promotion is only open to Australian residents aged 18 years and over, excluding:
 - (a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets and other agencies, firms or companies associated with the Promotion (including the prize suppliers);
 - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 8(a) of these Conditions of Entry;

(c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter, (**Eligible Entrant**). The persons referred to in paragraph 8(b) of these Conditions of Entry includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

9. Entrants less than 18 years old must obtain the consent of a parent or guardian to enter the Promotion.

HOW TO ENTER

10. To participate in this Promotion and to be eligible to win, Eligible entrants must provide their first name, EFC member ID number and submission of question, accepting the terms and conditions, privacy policy and receiving marketing materials from Essendon Football Club (**Eligible Entry**).

11. Any costs associated with entering the Promotion are the entrant's responsibility.

VERIFICATION

12. If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the prize, and compliance with these Conditions of Entry.

13. If an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry submitted by the entrant will be deemed invalid. A prize will only be awarded following all verification requirements of the Promoter being met to its satisfaction.

PRIZE DRAW AND PRIZE INFORMATION

14. The Promotion is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on the originality, literary merit and creative merit of the answer provided to the competition question. The winners will be picked by a representative of the Promoter and contacted on Tuesday, July 30, 2024, and will be notified via email or phone (**Prize Draw**).

15. Ten (10) Eligible Entrants with a valid Eligible Entry drawn in the Prize Draw will win an opportunity to participate in an interactive EFC Member Q&A online Zoom call with Ben McKay and Xavier Duursma on Wednesday, July 31, 2024 (time TBC) (**Prize**).

16. As a condition of accepting a Prize, the Prize winners must sign any legal documentation as and, in the form, required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.

NOTIFICATION OF PRIZE WINNERS

17. The Prize winners will be notified on Tuesday, July 30, 2024. The Prize winners will then be contacted by a representative of the Promoter in accordance with paragraph 14.

UNCLAIMED PRIZE DRAW (IF ANY)

18. If a Prize is won by an Eligible Entrant and they do not claim the Prize, the prize will be redrawn.

GENERAL

19. Prizes are not transferable or exchangeable. Prizes must be taken as offered and may not be varied.

20. All costs associated or arising in connection with a Prize are the responsibility of the respective Prize winner.

21. The Promoter accepts no responsibility for any variation in the value of the Prizes from the time of printing Promotion materials.

22. If the Promoter is unable to provide a Prize winner with the nominated Prize, (i.e. requested size is not available) the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize, subject to any directions given by state and/or territory gaming departments.

23. Any entrant who, in the opinion of the Promoter, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

24. The:

(a) Promoter, the Promoter's related entities, Essendon Football Club and all agencies associated with the Promotion; and

(b) the employees, agents, directors and contractors, of all entities referred to in paragraph 24(a), shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a Prize, except

that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

25. The Promoter accepts no responsibility whatsoever for any tax liabilities that may arise from winning or receiving the benefit of a Prize and independent financial advice should be sought by each winner.

26. Prize winners must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to winning a Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

27. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the promoter reserves the right to seek damages to the fullest extent permitted by law.

28. 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. 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.

PERSONAL INFORMATION

29. All information entrants provide (**Personal Information**) will be used by the Promoter for the purpose of administering this Promotion and contacting the winners.

30. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

PROMOTER'S PRIVACY POLICY

31. By entering into the competition, you indicate that you have read and agree to be bound by the Club Privacy Policy: <https://www.essendonfc.com.au/privacy-policy>.