

## **Bombers 2023 Membership Drive Promotion Terms and Conditions of Entry**

### **Promotion:**

Bombers 2023 Membership Drive

### **Promoter:**

Essendon Football Club (ABN 22 004 286 373) of 32 Watson Drive, Melbourne Airport, Victoria, 3045

### **Promotion Period:**

**Start Date:** March 3, 2023 00:01 AEDT

**End Date:** March 19, 2023 at 23:59 AEDT

### **Eligible Entrants:**

Entry is only open to Australian residents who are 18 years and over.

### **How to Enter:**

To enter the promotion, the entrant must purchase, or already hold, an Essendon Football Club membership package in relation to the 2023 Toyota AFL Premiership Season or 2023-24 NAB AFLW Competition (excluding packages provided on a complimentary basis, Pet Memberships, Junior and youth Memberships, Digital International Memberships, Essendon Women's Network and Grand Final Guarantee 'add-ons', AFLW Contributions, Coleman Club, President's Club and Club 1872 packages) (**Eligible Membership Package**) during the Promotion Period.

Each Eligible Entrant who holds an Eligible Membership Package as at the End Date of the Promotion Period will automatically be entered in the Major Prize Draw and will receive one entry in the Major Prize draw for each Eligible Membership Package held (excluding any Eligible Membership Packages for which the Eligible Entrant owes any overdue fees as at the End Date of the Promotion Period).

Eligible Membership Packages can be purchased online at [membership.essendonfc.com.au](https://membership.essendonfc.com.au), by phone on (03) 8340 2000 or in person during opening hours at the Bomber Shop, 32 Watson Drive, Melbourne Airport, Vic 3045 or at the Essendon Football Club membership hub on Essendon AFL match days.

To be eligible for a Minor Prize draw, the entrant must purchase an Eligible Membership Package during the Promotion Period. Each Eligible Entrant who purchases an Eligible Membership Package during the Promotion Period will automatically be entered in a Minor Prize draw.

### **Entries permitted:**

Multiple entries are permitted.

Entrants will receive one entry for the Major Prize draw for each Eligible Membership Package held as at the end of the Promotion Period (excluding any Eligible Membership Packages for which the Eligible Member owes any overdue fees at that time).

Entrants who are eligible for a Minor Prize draw will receive one entry for in a Minor Prize draw for each Eligible Membership Package purchased within the Promotion Period (excluding any Eligible Membership Packages for which the Eligible Member owes any overdue fees as at the end of the Promotion Period. The Minor Prize Draw(s) in which the Eligible Entrant is entered will be

determined by the date and time of purchase of the relevant Membership Package in accordance with the table below:

<b>Draw</b>	<b>Date and time of purchase</b>
Minor Prize Draw 1	March 3, 2023, 0:00 AEDT – March 6, 2023, 23:59 AEDT
Minor Prize Draw 2	March 7, 2023 0:00 AEDT – March 11, 2023, 23:59 AEDT
Minor Prize Draw 3	March 12, 2023 0:00 AEDT – March 16, 2023, 23:59 AEDT
Minor Prize Draw 4	March 17, 2023 0:00 AEDT – March 19, 2023, 23:59 AEDT

**Total Prize Pool:**

AUD \$18,796

**Prize Description:**

Major Prize: the amount of AUD \$10,000 in the form of money (valued at AUD \$10,000).

Minor Prizes:

- Minor Prize Draw 1: 1 x Amart CASSIUS 3 Seater RHF Chaise with inbuilt Electric Recliner in Charcoal, valued at \$5,499 (product viewable here: <https://www.amartfurniture.com.au/cassius-708120001.html>)
- Minor Prize Draw 2: 1 of 3 2023 Team Signed Guernseys, valued at \$599 (total prize pool \$1,797)
- Minor Prize Draw 3: 1 of 5 \$100 VISA Gift Cards, valued at \$100 (total prize pool \$500)
- Minor Prize Draw 4: 1 x Money Can't Buy Behind the Scenes Experience, including access to pre-game warm up and post-game Team room access, at Round 2 of the 2023 NAB AFL Season (Essendon v Gold Coast, Marvel Stadium, Sunday March 26, 2023), for two people, valued at \$1,000

**Winner Draw:**

There will be one winner of the Major Prize draw.

The number of winners of the Minor Prize draws will be:

- Minor Prize Draw 1: 1 winner
- Minor Prize Draw 2: 3 winners
- Minor Prize Draw 3: 5 winners
- Minor Prize Draw 4: 1 winner

The winner for Minor Prize 1 will be draw on March 8, 2023 at 11:00 AEDT.

The winner(s) for Major and Minor prize(s) 2, 3, 4 will be drawn on March 23, 2023 at 11:00 AEDT.

The draw(s) will take place at Essendon Football Club, 32 Watson Drive, Melbourne Airport, VIC 3045, using a Government certified computerised random selection system.

The first valid entry drawn on March 23, 2023 will be the winner of the Major Prize.

If a draw is scheduled on the weekend or a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request.

**Winner Notification:**

The winner(s) will be notified by email (to the email address in the Promoter's database linked to their Eligible Membership Package(s) and by phone (to a phone number in the Promoter's database linked to their Eligible Membership Package(s)), by no later than Wednesday March 29, 2023. The winner will be published at <https://membership.essendonfc.com.au/terms-and-conditions/competitions-terms-and-conditions-winners> by no later than Thursday March 30, 2023.

**Unclaimed Prizes:**

Prizes must be claimed by at 23:59 AEST on Friday June 30, 2023.

In the event of an unclaimed prize, the prize will be redrawn at 11:00 AEST on Monday 3 July 2023 and notified by email (to the email address in the Promoter's database linked to their Eligible Membership Package(s) and by phone (to a phone number in the Promoter's database linked to their Eligible Membership Package(s)), by no later than Thursday July 6, 2023. Any re draw(s) will take place at Essendon Football Club, 32 Watson Drive, Melbourne Airport, VIC 3045, using a Government certified computerised random selection system.

If a re-draw is scheduled on the weekend or a public holiday, the re-draw will be conducted at the same time and location on the following business day. The Promoter will ensure each re-draw is open for public scrutiny and anyone may witness the re-draw on request.

The winner(s) of any re-draw(s) will be published at <https://membership.essendonfc.com.au/terms-and-conditions/competitions-terms-and-conditions-winners> by no later than Friday July 7, 2023.

If following a re-draw there are no prize winner/s for any draw as part of this Promotion or winner/s for any draw as part of this Promotion cannot be found, this information will be published at <https://membership.essendonfc.com.au/terms-and-conditions/competitions-terms-and-conditions-winners>.

**Further Terms and Conditions:**

1. The Promotion commences on the "Start Date" and ends on the "End Date" specified above (**Promotion Period**). Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
2. Valid and eligible entries will be accepted during the Promotion Period.
3. Minor Prize Draw 4 Experience details and game subject to change based on availability and at the discretion of the Promoter.
4. Employees and directors (and their immediate family members) of the Promoter, agencies/companies directly associated with the conduct of the Promotion, businesses involved in determination of winner/s for the Promotion, businesses involved in the management of the Promotion, any organisation benefiting from the Promotion, the Promoter's distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to enter. "Immediate family member" means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Reasonable attempts will be made to contact each winner.

6. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize by the time specified by the Promoter, or is unavailable, they forfeit the prize and the Promoter is not obliged to substitute the prize.
7. Where entry is allowed by purchase or subscription, the cost of the product or service is no greater than the cost would be without the opportunity to participate in the Promotion.
8. No entry fee is charged by the Promoter to enter the Promotion.
9. Each prize will be awarded to the person named in the Promoter's Database as the primary holder of the relevant Membership Package. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
10. The major prize will be transferred by EFT to an Australian bank account nominated in writing by the winner. The Promoter will have no responsibility or liability in relation to any incorrect or incomplete bank details supplied by or on behalf of the winner.
11. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at [essendonfc.com.au/privacy](http://essendonfc.com.au/privacy). The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
12. Entrants will have the ability to opt-out of the promotion by contacting the Essendon Football Club Membership Services Team via email at [membership@essendonfc.com.au](mailto:membership@essendonfc.com.au).
13. For the purposes of public statements and advertisements, the Promoter may only publish the winner's surname, initial and State/Territory or postcode of residence.
14. It is a condition of accepting the prize that a winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
16. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
17. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Promoter's discretion be deemed invalid and not eligible to win. Entries 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. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.

18. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms and Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion or claiming a prize, the Promoter will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Promoter's decision will be final.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the maximum extent permissible by law).
20. Prize winners must participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including, if required by the Promoter, being recorded, photographed, filmed or interviewed and attending a presentation at an AFL match determined by the Promoter, and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
21. The Promoter accepts no responsibility for any tax implications and entrants must seek their own independent financial advice with regard to the tax implications relating to the prize or acceptance of the prize.
22. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
23. Authorised under: ACT Permit No. TP 23/00370, NSW Authority No. TP/01757 and SA Permit No. T23/273