

## Windy Hill Immersive Experience Promotion Terms and Conditions of Entry

### Promotion:

Windy Hill Immersive Experience

### Promoter:

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

### Promotion Period:

**Start Date:** Monday January 1, 2024 09:00 AEDT

**End Date:** Tuesday April 30, 2024 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 have purchased a Windy Hill Limited Edition Seat Plaque (**WH Seat Plaque**).

To enter the promotion, the entrant must:

- (i) purchase a **WH Seat Plaque** via the [website](#) during the Promotion Period; or
- (ii) have purchased a **WH Seat Plaque** prior to the Promotion Period.

### (Eligible WH Seat Plaque).

Each Eligible Entrant who holds an Eligible WH Seat Plaque at the end of the Promotion Period will automatically be entered in the draw and will receive one entry in the draw for each Eligible WH Seat Plaque held.

Eligible WH Seat Plaques can be purchased for \$1,100 via the website at:

<https://membership.essendonfc.com.au/membership/windy-hill>

### Entries permitted:

Multiple entries are permitted.

Entrants will receive one entry in the draw for each **Eligible WH Seat Plaque** held as at the end of the Promotion Period.

### Total Prize Pool:

AUD \$1,000 (inc GST)

### Prize Description:

The winner will receive an Immersive tour (for up to four (4) people) of Windy Hill facilities with 1984 Premiership Coach Kevin Sheedy and player Mark Harvey, featuring a lunch in the exclusive past-players' lounge. The time and date of this experience will be arranged according to availability of all parties.

**Winner Draw:**

There will be one winner of the Prize draw.

The winner of the Prize will be drawn on Thursday May 2, 2024 at 11:00 AEDT.

The draw 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 will be the winner of the Prize.

The Promoter will ensure the draw is open for public scrutiny and anyone may witness the draw on request.

**Winner Notification:**

The winner will be notified by email (to the email address in the Promoter's database linked to their Eligible WH Seat Plaque and/or by phone (to a phone number in the Promoter's database linked to their Eligible WH Seat Plaque), by no later than Thursday May 2, 2024. The winner will be published at <https://membership.essendonfc.com.au/terms-and-conditions/competitions-terms-and-conditions-winners> by no later than Thursday May 2, 2024.

**Unclaimed Prizes:**

Prizes must be claimed by at 23:59 AEST on Friday May 17,2024.

In the event of the prize is not claimed within 72 hours of the draw, the prize will be redrawn at 11:00 AEST on Monday May 20,2024 and notified by email (to the email address in the Promoter's database linked to their Eligible WH Seat Plaque and/or by phone (to a phone number in the Promoter's database linked to their Eligible WH Seat Plaque), by no later than Tuesday May 21,2024. 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 Monday May 20, 2024.

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 at the end of the Promotion Period.

3. 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 the winner.

6. If the 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. The prize will be awarded to the person named in the Promoter's Database as the primary holder of the relevant Eligible WH Seat Plaque. 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 date and time of the immersive tour at Windy Hill will be arranged according to availability of all parties.

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. 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.

13. 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 the prize.

14. 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).

15. 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.

16. 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.

17. 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.

18. 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).

19. The prize winner 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 Windy Hill determined by the Promoter, and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.

20. The Promoter accepts no responsibility for any tax implications and entrant must seek their own independent financial advice with regard to the tax implications relating to the prize or acceptance of the prize.

21. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.

Abridged version for advertising:

Entry open to all Aus. res. Starts 01/01/24 09:00am AEST & ends 30/04/24 11:59pm AEST (“Promotion Period”). To enter, purchase an eligible Windy Hill Seat Plaque during the promotion period. Draw 11:00am AEST 02/05/24, Trade Promotions and Lotteries Pty Ltd, Level 2, 11 York Street Sydney NSW 2000. Prize Immersive tour and lunch (for up to four (4) people) at Windy Hill with Kevin Sheedy and Mark Harvey. Promoter: Essendon Football Club (ABN 22 004 286 373) of 275 Melrose Drive, Melbourne Airport, Victoria, 3045. Full terms and conditions, eligibility and winner publication at <https://membership.essendonfc.com.au/terms-and-conditions/competitions-terms-and-conditions-winners>.

And for the short form:

Promotion closes at 30/04/24 11:59pm AEST. Full terms and conditions, eligibility and winner publication at <https://membership.essendonfc.com.au/terms-and-conditions/competitions-terms-and-conditions-winners>.