

2016 AFL Umpire FootyWeb Promotion

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents who are eligible to register as an Australian Football umpire on the FootyWeb platform at <https://reg.foxsportspulse.com/> ("the Website") excluding umpires listed to officiate at official AFL games of the 2016 Toyota AFL Premiership Season. Persons entering the Competition who are under 18 years of age require their parent's or legal guardian's permission ("Eligible Entrants").
3. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible to enter. Immediate family 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.
4. Promotion commences at 9:00am on 16/5/2016 and ends at 11:59pm on 31/7/2016 ("**Promotional Period**"). All times in these Terms and Conditions are expressed in the local time in Melbourne, Australia.
5. To enter, Eligible Entrants must have registered as an Australian Football umpire on the Website to umpire in Australian Football games in the 2016 season by 11.59pm on 31 July 2016.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, whether he/she is a qualified Australian rules football umpire for games in the 2016 season, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
8. There will be a draw conducted of all valid entries recorded on the Website by the close of the Promotional Period. The draw will take place at AFL House, 140 Harbour Esplanade, Docklands, VIC 3008 at 10:00 am on 15 August 2016.
9. The first valid entry drawn will win two (2) tickets to the 2016 Toyota AFL Grand Final as provided by the Promoter to be held on Saturday, 1 October 2016. The prize is for the tickets only and does not include any travel or other costs. Any costs or expenses associated with attending the match are the responsibility of the winner and any companion.
10. The winner will be notified in writing by email within two (2) business days of the draw. The winner's name and state of residence will be published on the Website within two (2) business days of the draw. By entering this Promotion, each entrant requests that his or her full address not be published.
11. The Promoter's decision is final and no correspondence will be entered into.
12. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
13. The total prize pool value is up to \$600.

14. 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.
15. If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
16. A draw for an unclaimed prize may take place on 22/09/2016 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified in writing by email within two (2) business days of the draw. The winner's name and state of residence will be published on the Website within two (2) business days of the draw. By entering this Promotion, each entrant requests that his or her full address not be published.
17. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
19. Any cost associated with participating in the Promotion is the entrant's responsibility.
20. Prizes and participation in the Promotion are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable, subject to the approval of the relevant authorities, if required.
21. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.
22. 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 (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (g) taking and/or use of a prize.
24. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

25. All entries remain the property of the Promoter. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter.
26. All personal information entrants provide will be used by the Promoter in accordance with its Privacy Policy available at www.afl.com.au/privacy and may be disclosed by the Promoter in accordance with its Privacy Policy (including for promotional and marketing purposes). By providing personal information, entrants agree to such use by the Promoter.
27. 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.
28. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred.
29. 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 and Conditions, 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.
30. The Promoter is Australian Football League (ABN 97 489 912 318) of AFL House, 140 Harbour Esplanade, Docklands, VIC 3008, telephone (03) 9643 1999.
31. The Promotion is governed exclusively by the laws of Australia.
32. NSW Permit No. LTPS/16/03092.
33. AFL Authorisation code GFAFL16/57.