

## AFL RECORD COVER COMPETITION 2016

### 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 only to legal residents of Australia. Persons entering the Competition who are under 18 years of age require their parent's or legal guardian's permission. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Competition, are ineligible to enter ("Eligible Entrants").
3. Immediate family means any of the following: spouse, ex-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 first cousin.
4. In these terms and conditions "related body corporate" has the meaning given in the Corporations Act 2001 (Cth) from time to time and "related bodies corporate" has a corresponding meaning.
5. Competition commences at 12pm on 23 July 2016 and closes at 5pm on 19 August 2016 (the "Competition Period"). All times in these Terms and Conditions are expressed in the local time in Melbourne, Australia.
6. To enter, Eligible Entrants must during the Competition Period:
  - Design a cover for round 23 of the 2016 Toyota AFL Premiership Season for the AFL Record with the theme of 2016 Season In Review ("Cover Design");
  - The Cover Design must contain the following items: The AFL Record masthead, the AFL Premiership logo and the Round details which should appear as shown on the templates available at [www.aflrecord.com.au](http://www.aflrecord.com.au);
  - The Cover Design should include illustration(s) and/or photographic image(s) plus text;
  - Entries must be submitted as high-quality digital files. Digital files must be supplied as 300dpi TIFFs, PSDs or JPEGs;
  - The digital file containing the Cover Design must be print quality and proportioned in dimension and output to 275 mm (H) x 210 mm (W) allowing for a 5mm bleed;
  - Entries must include the Eligible Entrant's full name, address, phone number, email address and a brief description of any image sources (stating clearly which images are sourced from a third party and which are the Eligible Entrant's own creation);
  - The Cover Design and all other required information must be sent to the Promoter via either: (a) email to [aflrecord@afl.com.au](mailto:aflrecord@afl.com.au); or (b) mail to AFL Record Design Competition, AFL House, 140 Harbour Esplanade, Docklands VIC 3008 Australia; and
  - Entries must be received by the Promoter within the Competition Period.
7. Entries are deemed to be entered in the Competition at the time the entry is received by the Promoter.
8. 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.
9. 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.
10. Eligible Entrants are permitted to enter the Competition more than once.
11. This Competition is a game of skill, chance plays no part in determining the winner and each valid entry will be individually judged by representatives of the Promoter based on originality, creativity and what the Promoter deems best represents the AFL brand.
12. All entries become the property of the Promoter. Each entrant warrants that he/she 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's decision in relation to any aspect of these Terms and Conditions and the Competition is final and binding on every person who enters. No correspondence will be entered into.
13. 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.
14. Judging of all entries will take place on or around 21 August 2016.
15. The winner will be contacted and notified in writing via email within 2 days of the judging. Each winner's name and State of residence may be published within 2 days of the judging at <http://www.aflrecord.com.au> and may also be announced via social media. By entering this Competition, each Eligible Entrant requests that his/her full address not be published.
16. There is a total of one (1) winner who will have his/her Cover Design published as the cover of the round 23 AFL Record for the 2016 Toyota AFL Premiership Season. The winner will receive no other remuneration, compensation or prize but for having his/her Cover Design published in the round 23 AFL Record.
17. The following additional conditions apply:
  - (a) If required by the Promoter, the winner must as a condition of accepting the prize sign the Promoter's:
    - (i) deed of release in relation to the use of his/her name and image for promotional purposes; and
    - (ii) deed of indemnity and exclusion of liability.
  - (b) Where the winner is under 18 years of age, the winner's parent or legal guardian must sign the deeds mentioned in clause 18(a) of these Terms and Conditions above.
18. The Promoter and its related bodies corporate 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) in connection with this Competition or accepting or using the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
19. Prizes and participation in the Competition 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.
20. If this Competition 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 Competition, as appropriate.
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 death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition or accepting or using the prize.

23. Should an Eligible Entrant's contact details change during the Competition 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.
24. 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.
25. All entries remain the property of the Promoter. The Promoter may collect Eligible Entrants' personal information in order to conduct the Competition. If the information requested is not provided, the Eligible Entrant may not participate in the Competition. By entering the Competition, 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.
26. All personal information you provide will be used by the AFL in accordance with our Privacy Policy available at [www.afl.com.au/privacy](http://www.afl.com.au/privacy) and may be disclosed by the AFL in accordance with the AFL's Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the AFL.
27. The Promoter is Australian Football League (ABN 97 489 912 318), 140 Harbour Esplanade, Docklands, 3008, (03) 9643 1999. Any reference to AFL refers to the Australian Football League (ABN 97 489 912 318).
28. 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.
29. 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.
30. 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.
31. The Competition is governed exclusively by the laws of Australia.
32. Any costs associated with entering the Competition is the responsibility of the Eligible Entrant.