2018 Majestic Athletic Apparel Promotion Terms and Conditions of Entry

General

- 1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
- 2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

Who can enter

- 3. Subject to the clauses below, entry is open to all residents of Queensland and Victoria who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 18, as of the date of entry.
- 4. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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. The Promoter is Brisbane Lions Australian Football Club (ABN 43 054 263 473) of Hyundai Centre, Level 5, Gate 2, 812 Stanley Street Woolloongabba, Queensland 4102 ('**Promoter**').

How to enter

- 6. To enter Eligible Entrants must, during the Promotional Period (defined below):
 - 6.1. Purchase any Eligible Item of 2018 Majestic Athletic apparel (see Point 9 for list of eligible items) from:
 - Brisbane Lions Shop (Gate 2, The Gabba, 812 Stanley Street, Woolloongabba);
 - Brisbane Lions outlets within The Gabba;
 - Official Brisbane Lions event activations
 - Online via <u>www.lionsshop.com.au</u>
 - 6.2. Complete all compulsory entry form fields and submit the entry form either online or instore
 - 6.3. Compulsory entry form fields include:
 - Full Name (including First & Last Name)
 - Phone Number
 - Email
 - Post Code
 - Receipt # (for purchases in-store, at Gabba outlets and official Brisbane Lions event activations)
 - 6.4. The entry form can be found:
 - Online: <u>www.lions.com.au/majestic</u>
 - In-store scannable QR code which will re-direct to <u>www.lions.com.au/majestic</u>
 - In-store via paper form
 - 6.5. Consumers who purchase a product via <u>www.lionsshop.com.au</u> will be entered in the competition automatically and will have the opportunity to opt out of the competition via an email sent up to 2 weeks after the purchase date.

- 6.6. Consumers who purchase via <u>www.lionsshop.com.au</u> and would like to opt out, must do so by 11:59pm (AEST) on Friday 25th May.
- 7. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.
- By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from Brisbane Lions Australian Football Club (ABN 43 054 263 473) (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent.

CODE	DESCRIPTION	RRP
MBD4753WK	Brisbane Lions Replica Guernsey Home 2018	\$109.99
MBD4753WK	Brisbane Lions Replica Guernsey Home Junior 2018	\$89.99
MBD4756WK	Brisbane Lions Replica Guernsey Home Toddlers 2018	\$69.99
MBD4754RD	Brisbane Lions Replica Guernsey Away 2018	\$109.99
MBD4754RD	Brisbane Lions Replica Guernsey Away Junior 2018	\$89.99
MBD4755YA	Brisbane Lions Replica Guernsey Clash 2018	\$109.99
MBD4755YA	Brisbane Lions Replica Guernsey Clash Junior 2018	\$89.99
MBD4128NL	Brisbane Lions On Field Training Guernsey 2018	\$109.99
MBD4130NL	Brisbane Lions Training Tee Navy 2018	\$69.99
MBD4131WK	Brisbane Lions Training Tee Maroon 2018	\$69.99
MBD4133WK	Brisbane Lions Training Singlet Maroon 2018	\$64.99
MBD4134NL	Brisbane Lions 8" Gym Short 2018	\$74.99
MBD4135NL	Brisbane Lions Running Short 2018	\$74.99
MBD4138NL	Brisbane Lions Full Zip Media Jacket 2018	\$129.99
MBD4139NL	Brisbane Lions Performance Hoodie 2018	\$119.99
MBD4141NL	Brisbane Lions Full Zip WW Jacket 2017	\$159.99
MBD4140NL	Brisbane Lions Full Zip Training Lightweight Jacket 2018	\$119.99
MBD4142NL	Brisbane Lions Media Pant 2018	\$99.99
MBD4143NL	Brisbane Lions Media Polo 2018	\$79.99
MBD4826NL	Brisbane Lions Media Polo Ladies 2018	\$79.99
MBD4144WB	Brisbane Lions Training Polo 2018	\$79.99
MBD4831WB	Brisbane Lions Training Polo Ladies 2018	\$79.99
MBD4146NL	Brisbane Lions Gear Bag 2018	\$99.99
MBD4145NL	Brisbane Lions Backpack 2018	\$99.99
MBD4147NL	Brisbane Lions Wheelie Bag 2018	\$199.99
MBD4136NL	Brisbane Lions Leisure Tee 2018	\$39.99
MBD4188NL	Brisbane Lions Leisure Muscle Singlet 2018	\$39.99
MBD4196ND	Poly Mesh V Neck Tee - NFL Shirt	\$59.99
MBD4199WB	Raglan Tee - Baseball Shirt	\$49.99

9. List of Eligible Items of 2018 Majestic Athletic apparel

Number of Entries permitted

- 10. One entry per transaction receipt containing an Eligible Item. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize to the Promoter. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter may conduct an immediate redraw if the first drawn entrant is unable to satisfy this clause.
- 11. All entrants must retain their original receipts, documents or tags to validate proof of purchase for each entry during the promotional period. Such evidence must, on request by the Promoter, be provided to the reasonable satisfaction of the Promoter, which demonstrates that the winner is an Eligible Entrant and has complied with these Terms and Conditions.
- 12. Any entrant found to be sharing any receipt or other proof to demonstrate Proof of Purchase with any other entrant, whether or not related in any way, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any awarded prize back to the Promoter.
- 13. In the event that a winner cannot provide receipts, documents or tags to validate proof of purchase for each entry made, the Promoter will replace the winner with another drawn entrant. If the Promoter is unable to replace a winner, who cannot provide receipts, documents or tags to validate proof of purchase, the Promoter will conduct a further draw immediately.
- 14. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

Open, Close, Draw and Publish dates

- 15. The competition commences on Saturday 24/03/2018 at 12:01 AM (AEST) and closes Sunday 13/05/2018 at 11:59 PM (AEST) ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
- 16. The winner will be the first valid entry drawn at Brisbane Lions Gate 2, Level 5, 812 Stanley Street, Woolloongabba QLD 4102 on Monday 28/05/2018 at 11:00 AM (AEST). The Promoter will ensure that all entries have an equal chance of winning a prize.
- 17. The winner will be notified by phone within two business days of the draw. Their name will also be published on **Tuesday 29/05/2018** at www.lions.com.au/majestic for 28 days.
- 18. The Promoter may conduct a further draw on Tuesday 26/06/2018 (at 11:00 AEST at Brisbane Lions Gate 2, Level 5, 812 Stanley Street, Woolloongabba QLD 4102) if required in order to distribute any prize unclaimed by this date, subject to State and Territory legislation. The Winner of the further draw will be notified by email within two business days of the draw. Their name will also be published on Wednesday 27/06/2018 at www.lions.com.au/majestic for 28 days.

Prize on offer

- 19. The total prize pool is valued at up to \$10,000 (Including GST), as at 19/03/2018.
- 20. The total number of competition winners in this competition is one. The prize on offer is:

Number of winners	Prize description	Prize value
One Major Prize winner	 Two (2) tickets to Philadelphia Eagles vs Jacksonville Jaguars at Wembley Stadium, London, United Kingdom 28th October 2018 Kick Off: 1:30pm GMT Return economy airfares from the winners closest Australian capital city to London, UK. 4 nights accommodation in London (twin share) 	\$10,000

- 21. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be redeemed for cash.
- 22. Flights and accommodation will be booked in consultation with the winner and this must be completed by **Friday 13/07/2018 5.00pm (AEST).**
- 23. Where the prize involves driving, travel or an event, any companions of the winner under the age of 18 must be accompanied by their legal parent or guardian over the age of 18 at all times.
- 24. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winner (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, all transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Holidays are subject to flight and booking availabilities.
- 25. By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter and prize supplier is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
- 26. Travel arrangements to and from the winner's home and their nearest capital city airport do not form part of the prize unless expressly stated in these Terms & Conditions and are the

responsibility of the winner and their travelling companion/s. The winner must travel on the same flights and itinerary as their travelling companions. The travel prize cannot be used as part payment for another airfare package. Frequent flyer points cannot be accrued on this prize. Flights and accommodation are subject to availability at the time of booking and cannot be exchanged for other destinations. Bookings are subject to conditions & availability (including but not limited to capacity limitations and other restrictions).

- 27. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
- 28. Compliance with any health or other government requirements is the responsibility of the prize winner and their travel companions. All prize travel will be subject to the carrier's General Conditions of Carriage. The Promoter and carrier make no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade at www.smartraveller.gov.au. Prizes for travel for a particular event or attraction must be taken to coincide with the event or the times and dates during which the attraction is available.
- 29. Travel insurance is not included in the prize but is highly recommended.

Further Terms and Conditions

- 30. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.
- 31. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.
- 32. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
- 33. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter will make all reasonable efforts to deliver the prize to the address provided by the competition entrants. The

Promoter cannot guarantee that any prize returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.

- 34. The Promoter reserves the right to request the winner sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
- 35. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
- 36. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. The prizes is subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. The prize will be sent to the winner's nominated address as stated in their original entry. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
- 37. All entrants agree to release the National Football League and its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., and each of their respective direct and indirect subsidiaries, affiliates, shareholders, members, partners, and each of their respective officers, directors, agents, representatives and employees (collectively, the "NFL Entities") from and against any injuries, losses, damages, claims, actions, and liabilities of any kind resulting or arising from participation in the Contest and/or acceptance, possession, use, misuse or non-use of any prize (including any travel or travel-related activity).

Privacy Collection statement

- 38. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from Brisbane Lions Australian Football Club (ABN 43 054 263 473) (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent.
- 39. Brisbane Lions Australian Football Club and their related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). Brisbane Lions Australian Football Club may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. Brisbane Lions Australian Football Club may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. Brisbane Lions Australian Football Club will otherwise handle your personal information in accordance with its privacy policy at http://www.lions.com.au/privacy. You may request access or to update your personal information or lodge a complaint by writing to the privacy office, details in the privacy policy.

Copyright, Statutory guarantees, Waiver and liability

- 40. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
- 41. In participating in the prize, the winner agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winner (and their companions) will not be entitled to any fee for such use.
- 42. The prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
- 43. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.
- 44. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 45. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').
- 46. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are 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' 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 (f) use of the prize. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), 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 including taking 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), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.