

## Game of Chance

### WIN an i30 Active Auto Conditions of Entry

#### A. General

1. Information on how to enter this Promotion, mechanics of entry and prizes form part of these Conditions of Entry. Entry into this Promotion is deemed acceptance of these Conditions of Entry by each Entrant.
2. Entry is open to every attendee in their seat at the Round 22 Carlton v Hawthorn game at Etihad Stadium on Saturday 19 August 2017 at half time (**Entrants**). The Promoter is Carlton Football Club Limited (ABN 95 005 449 909) of IKON Park, 400 Royal Parade, Carlton North, Victoria 3054.
3. The directors, officers, management and employees (and their immediate families) of the Promoter and its related bodies corporate are not eligible to enter this Promotion.
4. The Promotion commences at 07:25PM on 19 August 2017 and ends at 10:00PM on 19 August 2017. (**Promotion Period**).

#### B. Entry

5. Entrants will be automatically entered into the Promotion when they purchase a ticket to the Round 22 Carlton v Hawthorn game. Entrants must be at the stadium and in their seat at the time the draw is conducted to be eligible for the Promotion.
6. There is a limit of one entry per person for the duration of the Promotion Period.
7. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Illegible, incomprehensible and incomplete entries will be deemed invalid. The Promoter accepts no responsibility for any late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction or otherwise including those entries not received by the Promoter.
8. Costs associated with entering the Promotion remain an Entrant's responsibility and may vary.

#### C. Drawing Winners

9. The draw will be conducted on Saturday 19 August at three quarter time approximately 9:00PM (AEST) at Etihad Stadium, 740 Bourke Street, Docklands VIC 3008.
10. An entire row will be selected, and each person in their allocated seat will be deemed a finalist. The finalists will be announced in stadium via big screen visuals as well as audio over the loud speakers after 9:00PM AEST on 19 August 2017.
11. The finalists will be invited to the level two stage area of Etihad Stadium at three quarter time, approximately 9:00PM, where they will take part in a draw to win first prize, an i30 Active Auto and second prize, a return trip for two to Hawaii. The winners will be announced in stadium via big screen visuals as well as audio over the loud speakers after 09:00PM AEST on 19 August 2017.
12. The Winner will be notified after 09:00PM AEST on 19 August directly by Carlton Football Club staff where further contact information and details will be requested including, but not limited to, full name, phone, email, and address. Due to the nature of the LED signage, a random draw will take place at Carlton Football Club Limited, IKON Park, 400 Royal Parade, Carlton North, Victoria 3054 to predetermine within which level the winning aisle and row will be drawn.
13. The name and state of a Winner may be published on Carlton Football Club various social media channels, as well as members' electronic marketing newsletters, and local newspapers after 19 August 2017.

14. If the prize is not claimed in the stadium at three quarter time, a redraw will be conducted. If required, the redraw will be conducted momentarily on 19 August 2017 at 09:10PM AEST at Etihad Stadium, 740 Bourke Street, Docklands VIC 3008.
15. A redrawn Winner will be notified as per clauses 13 and 14. directly after the redraw. The name and address of the re-draw Winner may be published on Carlton Football Club various social media channels, as well as members' electronic marketing newsletters, and local newspapers after 19 August 2017.
16. Entries not fully complying with these Conditions of Entry may be deemed invalid at the Promoter's discretion. If a winning entry is deemed not to comply with these Conditions of Entry, the entry will be discarded and the relevant prize will be re-awarded in accordance with the relevant clause of these Conditions of Entry as if the discarded entry had not been received.
17. All decisions of the Promoter are final and no discussions or correspondence will be entered into.
18. This is a game of chance and skill plays no part in determining the outcome.

#### **D. First Prize**

19. There is a maximum of one (1) first prize to be won. The prize consists of One (1) Hyundai i30 Active Auto. The total prize value is \$24,990 (excluding GST). The prize is not exchangeable and cannot be taken as cash.
20. To redeem the prize, the winner will be contacted by Sarina Lowe from Carlton Football Club by Friday 25 August. The winner will need to provide their drivers licence details for registration. The prize may take up to eight (8) weeks for delivery.
21. The prize will be awarded to the Entrant named in the entry.

#### **E. Second Prize**

22. There is a maximum of one (1) second prize to be won. The prize consists of two (2) return economy class tickets on Hawaiian airlines between Sydney or Brisbane and Honolulu. The prize is not exchangeable and cannot be taken as cash.
23. Non-transferable/Non-exchangeable/Non-replaceable/Non-upgradeable/Non-Changeable. Further fare rules may apply. All taxes payable, airline and government are the responsibility of the prize winner.
24. Winner needs to be at least 18yrs of age.
25. The prize winner and their guest must travel together and share the same itinerary.
26. Seats are subject to availability. We suggest you make your reservation as soon as possible to avoid disappointment.
27. Entire travel must be completed by 30th November 2018.
28. Travel is NOT permitted during the following period: 23 September- 9 October 2017, 16 December 17-30 January 2018, 14-30 April 2018, 7-22 July 2018 & 29 September-14 October 2018. Cost per ticket must not exceed AUD1,000.
29. Travel dates need to be booked and ticketed by 15 December 2017. When ready to redeem your prize, please call 1300 661 339.
30. Visitors to the USA will need to apply for a Visa Waiver via the Electronic System for Travel Authorization (ESTA) prior to travelling to the United States. A fee will apply to new ESTA applications and renewals payable by credit or debit card at <https://esta.cbp.dhs.gov>

## **F. Contacting the Entrant**

31. Should an Entrant's contact details change during the Promotion 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.
32. By accepting the prize, Winners agree to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed. Winners will not be entitled to any fee for participating in these activities.

## **G. Intellectual Property**

33. If this Promotion requires an Entrant to create any written material, imagery or sound recordings, the provisions in this Section F apply.
34. As a condition of entering this Promotion, the Entrant warrants to the Promoter that:
  - a. The entry does not infringe the intellectual property rights or moral rights of any third party; and
  - b. The Entrant has obtained permission from any third party appearing or participating in the entry.
35. As a condition of entering this Promotion, Entrants hereby assign to the Promoter, all right, title and interest in and to all intellectual property rights (including copyright but excluding moral rights) in any material created pursuant to the Entrant's participation in any aspect of the Promotion (Works). Entrants acknowledge that the Promoter is free to use the Works and to exercise its rights in relation there to and the Entrant will not be entitled to any fee for such use. Entrants agree they may not be attributed as the author of the Works and that the Promoter may undertake any act or omission in relation to the Works, which may otherwise constitute an infringement of their moral rights.
36. The Promoter may want a Winner to participate in promotional activity after the Promotion has ended. In consideration for the Promoter awarding the prize to a Winner, the Winner permits the Winner's image and/or voice, as recorded, photographed or filmed during the Winner's participation in the prize to appear in any media whatsoever throughout the world for an unlimited period and the Winner will not be entitled to any fee for such use.
37. The Promoter reserves the right to request that a Winner provides proof of identity, proof of age, proof of residency and/or proof of entry validity 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.

## **H. Tax**

38. The Promoter will not be liable for any tax liability, including without limitation income tax, fringe benefits tax, or any liability or loss of opportunity due to reportable fringe benefits, incurred by a winner, an Entrant, and/or the Carlton Football Club in regards to any connection with participating in the Promotion or the receipt or use of any prize.
39. Entrants, the winner and/or the Carlton Football Club will be required to pay any taxes and other related charges (including any applicable GST on those taxes and charges) which may be due on receipt or use of the prize.
40. Entrants should seek independent financial advice to ensure they understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before acceptance or use of a prize.
41. The Promoter not accept responsibility for and makes no representations about any tax liability as a result of participating in the Promotion or from receiving or using any of the prizes.
42. The other party must ensure that all promotional and marketing material prepared by the other party relating to the Promotion sufficiently notifies Entrants of the above conditions.

43. The Promoter, its agents and associate companies are not responsible for and exclude all liability (including negligence), for any variation in the prize value to that stated in these Terms and Conditions.

## **I. Legal**

44. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which in the opinion of the Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the opinion of the Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or the Promoter. The Promoter reserves the right to disqualify a Winner if the Promoter becomes aware that the Winner and/or the Winner's entry is of a type described in this clause. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion.
45. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion on the dates and in the manner described in these Conditions of Entry, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
46. If for any reason this Promotion is not capable of running as planned, including due to infection by computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available and to cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries, subject to any written direction given under State Regulation.
47. 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 Promotion and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act 2001 (Cth) in Australia, or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Guarantees**). The Promoter and its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, for any direct, indirect or consequential injury, loss and/or damage arising in any way in connection with this Promotion or any prize/s. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect or inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and (iv) acceptance and/or use of any prize
48. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these Conditions of Entry, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this Promotion. Any Entrant disqualified under this clause is prohibited from any further participation in the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
49. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
50. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.

51. The Promoter is collecting your personal information for the purpose of conducting the Promotion, including providing any prize to you. If the Promoter can not collect your personal information, we will not be able to enter you in the Promotion or provide you with a prize.
52. All personal information you provide will be used by the Carlton Football Club, AFL and on behalf of selected third parties in accordance with our Privacy Policy, which may include for promotional and direct marketing purposes and other disclosures as specified in our Privacy Policy found at [www.carltonfc.com.au/privacy](http://www.carltonfc.com.au/privacy) or by contacting the Carlton Football Club on (03) 9387 1400. By providing your personal information you agree to such use. The Promoter's Privacy Policy states how you can seek to access or correct your personal information and how to make a privacy complaint. You can contact the Carlton Football Club Privacy Officer at [privacy.officer@carltonfc.com.au](mailto:privacy.officer@carltonfc.com.au).
53. You consent to the Promoter using your personal information for future promotional and marketing purposes regarding the Promoter's products and services, including contacting the entrant via SMS and email messages (and you consent to receiving such messages from the Promoter). Information on how to opt-out from these messages is set out in the Promoter's Privacy Policy.
54. Entrant's personal information may be disclosed to State and Territory lottery departments and Winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.