

Terms and Conditions – Strike a Pose Competition

1. General

- a. Entry into the Strike a Pose match-day Competition constitutes acceptance of these Terms and Conditions.
- b. Information on how to enter forms part of these conditions.
- c. The Promoter is Hawthorn Football Club, Ricoh Centre, 3/2 Stadium Circuit, Mulgrave VIC 3170. ABN 26 005 068 851 (The Promoter).
- d. For the purposes of the Terms and Conditions, Hawthorn Football Club includes all related and subsidiary companies, past, present and future officers, agents, representatives, employees and assigns.

2. Entry Requirements

- a. Entry to the Competition is open to Australian residents. Entrants under 18 years of age need to have the consent of their parent or guardian to enter the Competition. Employees of The Promoter and their immediate families are not eligible to enter the Competition.
- b. Entry to the Competition is free.
- c. Entrants will need to complete and sign a waiver form, answering all questions correctly.
- d. The Competition will be conducted at quarter time during Round 5 of the 2017 Toyota AFL Premiership season, Hawthorn v West Coast at the MCG on Sunday 23 April at 4.40pm.
- e. To enter the Competition, participants must be one of the three selected winners of Hawthorn Football Club's True Colours Instagram competition.
- f. The Competition will be judged based on skill, originality, and creativity; with chance playing no part in the outcome.

3. Judging

- a. The judging will take place on-field at the Melbourne Cricket Ground (MCG) by three representatives selected by The Promoter.
- b. The primary winner of the competition will be chosen and announced immediately after the competition.
- c. The judges' decision is final and no correspondence will be entered into.
- d. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any judging, except for the liability that cannot be excluded by law.

4. Prizes

- a. The prize for the primary winner of the Competition is a \$200 HawksNest voucher.
- b. The runner up will receive a \$100 HawksNest voucher and the third placed participant will receive a \$50 HawksNest voucher.
- c. The prize may not be transferred or substituted, except at the Promoter's discretion. The Promoter reserves the right to substitute a prize of equal or greater value due to prize unavailability.
- d. The prize is to be redeemed on Sunday 23 April. Hawthorn Staff will distribute the prizes directly with instructions on how to use the prize.
- e. The Promoter shall not be liable for any costs associated with the prize after delivery.
- f. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant or winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any prize, except for the liability that cannot be excluded by law.
- g. All three participants will receive a prize. Each prize will be vary in value.

5. Entries

- a. The winner's name and photographs may be used for any future promotional, marketing and publicity purposes in any media worldwide.

6. Warranties

- a. Each entrant warrants that the contents of their entry is original and does not infringe the intellectual property rights of any third person.
- b. Each entrant warrants that the use or publishing of any entry will not cause The Promoter to be in breach of any third party's intellectual property rights.
- c. The Promoter does not take any responsibility for any costs associated with entering and/or accessing the Competition including and not limited to internet service provider costs.
- d. If for any reason the Competition is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of The Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, The Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the Competition or to disqualify any individual who has tampered with the entry process.
- e. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest or strikes, The Promoter may, in its absolute discretion, cancel
- f. The Competition and/or recommence it from the start on the same conditions subject to state legislation.
- g. If The Promoter becomes aware that a prize winner is in breach of any warranty contained in these Terms and Conditions or made subsequently to, The Promoter may deem that prize winner ineligible.
- h. Except for any liability that cannot be excluded by law, The Promoter (including its 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 Competition, including, but not limited to, where arising out of the following:
 - i. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - ii. any theft, unauthorised access or third party interference;
 - iii. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by The Promoters) due to any reason beyond the reasonable control of The Promoters;
 - iv. any variation in prize value to that stated in these Terms and Conditions of entry;
 - v. any tax liability incurred by the winner or entrant; and/or
 - vi. redemption of the prize.