

TERMS AND CONDITIONS

Hawthorn Football Club's #TrueColours Instagram Competition

1. General

- a. Entry into the #TrueColours Instagram 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 Victorian 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. Entrants must be able to attend the AFL's Round 5 match of the 2017 Toyota AFL Premiership season of Hawthorn v West Coast at the MCG on Sunday 23 April 2017 from 3.30pm.
- c. Entry to the Competition is free.
- d. The Competition commences at 9am AEST on Wednesday 19 April 2017 and closes at 10.59am AEST on Friday 21 April 2017 (the "Competition Period").
- e. To enter the Competition, participants must:
 - i. Take a photo of themselves wearing their Hawthorn Football Club merchandise.
 - ii. Upload the photo to their personal Instagram account with the hashtag #TrueColours.
- f. Entries are deemed to be entered at the time an Eligible Entrant successfully uploads the post to Instagram.
- g. 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.
- h. 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.
- i. Eligible Entrants must ensure their privacy settings on their Instagram account are set to "public" so that the Promoter can view the post.
- j. Eligible Entrants are permitted to enter the Competition more than once.

3. Judging

- a. The judging will take place at 12.00pm AEST on Friday 21 April 2017 at The Promoter's office.
- b. There will be three (3) winners selected. Each winner will become a participant in the match day Strike a Pose runway competition held at quarter time of the Hawthorn v West Coast match on Sunday 23 April 2017.
- c. Judging and selection of the winners will be based on originality, creativity and what the Promoter deems best represents the Hawthorn Football Club brand. The Hawthorn Football Club may favour posts where the Eligible Entrant is wearing the latest club gear.
- d. The winners will be notified after 12.00pm AEST on Friday 21 April 2017.
- e. The winners of the Competition will be published on www.hawthornfc.com.au.
- f. The judge's decision is final and no correspondence will be entered into.
- g. 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 winners of the Competition is entry into Hawthorn's quarter time 'Strike a Pose' runway competition at the Hawthorn v West Coast match on Sunday 23 April 2017.

- b. 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.
- c. The prize (entry into the Strike a Pose runway competition) is to be redeemed and confirmed on Friday 21 April. Hawthorn Staff will contact the winners directly with instructions on how to participate in the match-day competition.
- d. 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.
- e. There will be only three winners of the prize.

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 Promotion, 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.