

# Terms and Conditions – Pick ‘Em Contest – Hawks App 2018

## 1. General

- a. Entry into the “Pick ‘Em” contest (The Promotion) 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 Promotion is open Australian residents. Entrants under 18 years of age need to have the consent of their parent or guardian to enter The Promotion. Employees of The Promoter and their immediate families are not eligible to enter the Promotion.
- b. Entry to The Promotion is free.
- c. The Promotion commences at 7pm AEST on Thursday 22 March 2018 and closes at 7pm AEST on Sunday 26 August 2018. (The Promotion Period).
- d. To enter the Promotion, participants must download the Hawthorn Official App and enter the “Pick ‘Em” contest and participants must have the highest winning score at the end of the season.
- e. In the event of a tie, the participant who scored the most points in the final five rounds (Round 19 - Round 23) will be deemed the winner. If there is still a tie, the participant that achieves the highest score for a single round, commencing from round 18 until a highest single round score is found in reverse order to round 1, will be deemed the winner.
- f. The Promotion will be judged based on skill, with chance playing no part in the final outcome.
- g. There will be one selected.

## 3. Judging

- a. The judging will take place at The Promoter’s office by a representative selected by The Promoter.
- b. The winner will be notified after 10am AEST on Tuesday 28 August 2018.
- c. The winner of The Promotion will be published on [www.hawthornfc.com.au](http://www.hawthornfc.com.au).
- d. The judge’s decision is final and no correspondence will be entered into.
- e. 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 winner of the Promotion is 2018 team signed guernsey and two tickets to the 2018 Peter Crimmins Medal, priceless.
- 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 will be delivered to the winners address, as communicated to via email.
- d. Costs for travel, accommodation and/or transfers to the 2018 Peter Crimmins Medal are the responsibility of the winner.
- 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.

## 5. Entries

- a. When entering the Promotion, each entrant can agree to be entered into the Promoter’s database. By doing so, the entrant gives consent for their name, email address and telephone number to be used for promotional and marketing purposes.
- b. The winner’s name, username 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 Promotion including and not limited to internet service provider costs.
- d. If for any reason The Promotion 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 Promotion, The Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel The Promotion 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 Promotion 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.