

**Nick Davis to Save Us, thanks to Volkswagen (Guidelines)**  
**Terms and Conditions of Application**

**General**

1. Information on how to apply and prizes form part of the Guidelines. An application for the Program 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 Program, these Terms and Conditions prevail.

**Who can apply**

3. Subject to the clauses below, the application is open to residents of Australia who have fulfilled the requirements set out below. Applicants must be over the age of 18, as of the date of application (**'Applicant'**).
4. The Promoter is Sydney Swans Limited of Sydney Cricket Ground, Driver Avenue, Moore Park, NSW, 2021 (ABN 063 349 708) (the **'Promoter'**).
5. The Major Prize supplier is Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) of 24 Muir Road, Chullora, NSW 2190 (the **'Major Prize Supplier'**).

**How to apply**

6. To apply an Applicant must:
  - Be involved with a local Australian Football League Club that is a non-professional and not for profit organisation in Australia (**'Organisation'**);
  - Make an application explaining how Nick Davis and Volkswagen could help save your Organisation (amongst other questions) to the following website - [www.sydneyswans.com.au/nickdavistosaveus](http://www.sydneyswans.com.au/nickdavistosaveus) (**'Application'**); and
  - The Applicant must address all of the requirements in the Application. All compulsory sections of the application form must be completed before being submitted. the Promoter reserves the right to seek further details regarding any information submitted, including, but not limited to any other sponsorship arrangements an Applicant or Organisation may have in place (the **'Application'**).
7. Applications must not infringe copyright of any person or organisation in their preparation or submission.
8. Once an application is submitted, it is considered final and no changes or amendments to the application will be accepted. Submission of an application is deemed acceptance of these terms and conditions in these Terms and Conditions.
9. The Applicant must ensure that the correct details are entered in the application form so that the Promoter may contact the Applicant in the event that it is to be considered as a successful Applicant.
10. The Promoter may invite an Applicant to apply for the Program on behalf of an Organisation.
11. Applicants must be available on the dates set by the Promoter for the visit by Nick Davis. Winning this prize is subject to the Applicants availability for the below dates:

- Western Australia – Sunday, 25 – Monday, 26 March 2018
- Queensland – Friday, 25 – Sunday 27 May 2018
- South Australia - Monday, 4 - Thursday, 7 June 2018
- Victoria - Thursday, 26 - Sunday, 29 July 2018
- New South Wales – Monday, 20 – Thursday, 23 August 2018

Filming dates are subject to change, at the sole discretion of the Promoter.

12. Applicants accept and agree to be filmed during the visit by Nick Davis, as per Clause 47, 48 and 49.
13. Please email [VGGsupport@sydneynews.com.au](mailto:VGGsupport@sydneynews.com.au) if you have any questions about the online application form.

#### **Number of Applications permitted**

14. A maximum of one (1) application will be considered for any one Organisation. If more than one application is lodged in relation to one Organisation, the Promoter may select which application to consider at its sole discretion or may reject all those applications.

#### **Open, Close, Selection and Publish dates**

15. The competition commences on 2 March 2018 at 1.00pm and closes on 08 May 2018 at 11.59pm for Australia except Western Australia, (the '**National Promotional Period**').
16. The Western Australia application shall commence on 2 March 2018 at 1.00pm and closes on 16 March 2018 at 9.00am (the '**WA Promotional Period**')
17. All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Applications must be received by the Promoter prior to the competition close date and time.
18. The WA winning application will be chosen on 16 March 2018 by 12.00pm and the national winning entries will be chosen on 09 May 2018 by 5pm at the Promoter's Premises by a judging panel. The winner will be determined by way of selection (the "**Selection**") by the Promoter. The Application it deems to fulfil the Guidelines and be the most deserving.
19. The process contemplated by these Guidelines and a selection of successful Applicants is not based on chance.
20. All Applications will be reviewed by the Promoter, or a panel appointed by the Promoter, and all decisions (including but not limited to the allocation of the grants) are final and no correspondence will be entered into.
21. The winner will be notified by email within three business days of the Selection. Their names will also be published on May 15 2018 at [www.sydneynews.com.au/nickdavistosaveus](http://www.sydneynews.com.au/nickdavistosaveus) for 28 days.
22. The Promoter may choose an alternate winning application on May 09 2018 at the Promoter's Premises by 5pm, as the original Selection in order to distribute any prizes unclaimed by this date, subject to State and Territory legislation. Any alternate winners will be notified by email within two business days of the Selection. Their names will also be published on May 15 2018 at [www.sydneynews.com.au/nickdavistosaveus](http://www.sydneynews.com.au/nickdavistosaveus) for 28 days.

#### **Prize on offer**

23. The total prize pool is valued at up to \$**10,000** (inc GST), as at **12 February 2018**.
24. The total number of competition winners in this competition is 10. The prize on offer is:

<b>Number of winners</b>	<b>Prize description</b>	<b>Value of each</b>
<b>Five (5) Winners</b>	A visit from Nick Davis to the Organisation to help with whatever was applied for in the Application	Up to \$1,000
<b>Five (5) Runners Up</b>	\$1,000 grant to use in order to improve the Organisation, as applied for	\$1,000

25. Successful Applicants must ensure that their Organisation uses their grant to implement their Program to the benefit of the Organisation, as outlined in the Application Form. The Promoter reserves the right to require successful Applicants to provide further detail about the proposed expenditure of any grant made under this Program. Use of the prize outside of the permitted scope as outlined in the Application Form will result in immediate termination of the Application and of any possible or future funding of a grant. Successful Applicants and Organisations must provide receipts, proving the application of the grant if requested by the Promoter to do so.
26. To receive the prize, the Winners must be available on the day the Promoter provides for Nick Davis' visit to the Organisation.
27. The Promoter will award cash prizes available to Runners Up by way of cheque or cash deposit into each respective successful Organisation's bank account.
28. Payment will be made via direct debit within 14 days of confirmation of bank account details by the recipient to the Promoter once application successful.

#### **Program Conditions**

29. Applicants who are to be named Winners of the Program accept and agree that the Organisation will be filmed during Nick Davis' visit, for a content series produced by the Promoter and Major Prize Supplier ('**Filming**').
30. The Promoter and Major Prize Supplier may promote (and the Applicant acknowledges and agrees) information about the Winners or Runners Up on various channels of the Promoter and/or Major Prize Suppliers media and communication channels as well as in club related marketing material for an indefinite period. This may include Filming, holding presentation ceremonies and other media events.
31. The Promoter and Major Prize Supplier will have full and sole ownership and rights and usage of any imagery or content captured through the application process, Filming and presentation to the Runners Up and any imagery or content provided by the Organisation or the Applicant in relation to the Application, Program or the Organisation's activities.
32. Applicants who are to be named as Winners or Runners Up and recipients of a cash prize under this Program, will be required to sign an agreement with the Promoter and the Major Prize Supplier on terms reasonably required by the Promoter and by the Major Prize Supplier as a precondition of them being so named.
33. As a condition of participating in the Program each Applicant agrees that it and its Organisation will not approach or enter into an agreement or sponsorship with any other automotive or related institution during the application process. Applicants and Organisations which the Promoter may choose to nominate as successful Applicants and Organisations will be required to disclose to the Promoter full and complete details of any actual or potential sponsors of both of

them who do or may compete with the Major Prize Supplier in any way prior to the commencement of the agreement. The existence of any such actual or potential competing party may cause the Promoter not to nominate the Applicant or an Organisation as a successful Applicant or Organisation.

34. Any financial assistance provided by the Promoter in relation to the Program is considered a donation and is provided exclusive of GST regardless of the recipients GST registration status.
35. The Promoter may vary the method of payment of the grant at its sole discretion.
36. The grant recipient must repay the full relevant part of the granted funding to the Promoter with 14 business days after it receives formal notification from the Promoter if the Promoter has overpaid the grant recipient.
37. The Promoter retains absolute discretion to determine the prize category to which an Applicant or Organisation may be entitled. An Applicant is only entitled to win one (1) Prize in 2018. The Promoter may also ask the successful Applicants and Organisations to execute an acknowledgement setting out the use of any grants or prizes, and promotional activity as a condition of receiving a grant under the Program.

#### **Further Terms and Conditions**

38. All Winners and Runners Up acknowledge and agree that in the event that the Application Form is successful, the Promoter may use all information contained in the Application Form for conducting further research, evaluation and development of resources in relation to AFL clubs and the Program.
39. Any entrant found to be entering incorrect contact details or using a third party to apply 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.
40. 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.
41. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants or make them available for collection. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.
42. The Promoter reserves the right to request winners to 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 application validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and application 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.

43. The Promoter reserves the right to choose an alternative winning application 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.
44. 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 applies. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. These Terms and Conditions are governed by the laws of New South Wales and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of the State.

#### **Privacy Collection statement**

45. By submitting an application into this competition entrants consent to receive promotional and other marketing messages from the Major Prize Supplier and the Promoter. Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Major Prize Supplier and/or the Promoter.
46. The Promoter and its related entities collect entrants' personal information ("PI") for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose PI collected to an agent who is engaged to conduct the competition Selection and for prize fulfilment. The Promoter may also disclose PI collected to Australian regulatory authorities, such as the regulators of trade promotions. Application is conditional on providing this PI. The Promoter and the Prize Supplier will otherwise handle your PI in accordance with their Privacy Policies available at [www.sydneyswans.com.au/privacy](http://www.sydneyswans.com.au/privacy) (Promoter) or at [www.volkswagen.com.au/en/privacy-policy.html](http://www.volkswagen.com.au/en/privacy-policy.html) (Major Prize Supplier). The Privacy Policies also contain information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.

#### **Copyright, Statutory guarantees, Waiver and liability**

47. All entries and any copyright subsisting in the entries become and remain the property of the Promoter. The Eligible Entrant accepts that the Promoter and/or Major Prize Supplier may publish or cause to be published any of the entries received on, but not limited to, the big screen at the Sydney Swans Home Matches, social media channels and website advertising.
48. In participating in the prizes, the Winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being filmed during the Nick Davis visit, using the winning application, being interviewed and photographed. The winners (and their companions) agree to granting the Promoter a perpetual and non-exclusive licence to use such the uploaded photo, footage and photographs in all media worldwide, including online social networking sites, and the winners (and their companions) will not be entitled to any fee for such use.
49. 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.
50. 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 application 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.

51. 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**').
52. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Major Prize Supplier and the Promoter (including its respective officers, employees and agents) is 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's control); (b) any theft, unauthorised access or third party interference; (c) any application 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 a 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 a 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.
53. This Program shall be governed by the laws of New South Wales and each Applicant and Organisation agrees to submit to the non-exclusive jurisdiction of the New South Wales Courts.

**Amendment to the Terms and Conditions (24.5.18)**

54. The National Promotional Period shall be re-opened, from 31 May 2018 at 12.00pm to 20 July 2018 at 11.59pm for New South Wales and Victorian residents only.
55. The South Australian filming date shall be delayed, date to be confirmed by the Promoter with the Winner.
56. All other terms and conditions remain the same.