

Terms and Conditions

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this competition is deemed acceptance of these Terms and Conditions.

2. Entry is open to all ordinary Australian persons) who reside in Australia ("Eligible Entrants"). Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this competition.

3. Employees (and their immediate families) of the Promoter, participating outlets and the agencies associated with this competition are ineligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

4. Competition commences 6/04/2017 at 9:00am and closes 20/04/2017 at 11:59pm (the "Competition Period"). All times in these Terms and Conditions are expressed in the local time in Melbourne, Australia.

5. To enter this competition, Eligible Entrants must during the Competition Period write in twenty five (25) words or less why they should be chosen to design a New ERA cap for their favourite AFL player and send to consumercapcompetition@afl.com.au ("Email"). The most creative Email as judged by the Promoter will win. The Eligible Entrant must also include in the Email their full name, date of birth, city of residence and selected team and player.

6. 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.

7. 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.

8. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

9. The Promoter reserves the right, at any time during, or after the closing date of the competition, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. Entries are deemed to be entered at the time the AFL received an Eligible Entrant's Email. Any cost associated with participating in the competition is the Eligible Entrant's responsibility.

11. The judging by the Promoter will take place at AFL House, 140 Harbour Esplanade, 3008 at 9:00am on 21/04/ 2017. The prize winners will be notified via email by 5:00pm on the 24/04/2017 of the judging to organise the claiming of their prize. The Promoter's decision is final and no correspondence will be entered into.

12. The winner will receive one (1) return airfare (or two (2) airfares if the prize winner is under the age of 18) from the capital city of the residing state of the prize winner, plus a day visit to the New ERA Design Lab in Melbourne to create a Club specific New ERA cap for the prize winner's chosen player. Transfers to and from Melbourne airport to New Era are included for winners outside Victoria. In addition the prize winner will receive one (1) of the caps designed by themselves valued at \$500.00.

13. The total prize pool is valued at \$500.00 (excluding airfares).

14. One (1) prize will be awarded in total.

15. If for any reason a winner does not take the prize or any part of the prize at the time stipulated by the Promoter, then the prize or that part of the prize cannot be transferred, exchanged or redeemed for cash.

16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

17. If this competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

(a) To disqualify any Eligible Entrant; or

(b) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the competition, as appropriate.

18. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

19. 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 Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the AFL (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the competition or accepting or using the prize.

20. The Promoter reserves the right to request that the winner provide proof of identity prior to awarding the prize. Identification considered suitable for verification is at the discretion of the Promoter. Prize winner may be required to sign any form required by the Promoter including without limitation a legal release and indemnity form or a declaration confirming their eligibility to accept the prize.

21. The prize winner will be notified of the prize they have won and how the prize will be delivered on the day that the prize is decided by the Promoter. In the event that a winner is unable to be contacted, and all methods of communication are unsuccessful, or a winner does not respond to the Promoter's initial communications, the prize, will be forfeited subject to any directions from a regulatory authority. The prize remains the property of the Promoter and a new winner will be selected.

22. Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.

23. Should an Eligible Entrant's contact details change during the Competition 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.

24. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this competition, or for any technical error that may occur in the course of the administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

25. 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 competition on the dates and in the manner described in these terms and conditions, 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 competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

26. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this competition, 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 competition any changes are subject to State Regulations.

27. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

28. Prizes and participation in the competition are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable.

29. If due to any reason whatsoever the Promoter becomes aware after an Eligible Entrant has won the prize that the Eligible Entrant has not complied with these terms, that Eligible Entrant will have no entitlement to the prize, even if the Promoter has announced him/her as the winner and that Eligible Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

30. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, Eligible Entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

31. Each Eligible Entrant must ensure that any other person whose details have been provided by the Eligible Entrant to the Promoter for the purposes of the Eligible Entrant's participation in this competition has given their implied or express consent for their details to be provided to the Promoter and any of its related companies and to be contacted by the Promoter or any of its related companies in relation to this competition.

32. Each Eligible Entrant acknowledges that New Era will own all intellectual property that the winner develops (solely and/or jointly) in the course of or arising out of the prize. Each Eligible Entrant agrees to assign any such intellectual property rights developed to New Era. Each Eligible Entrant agrees he/she must not make use of, or reproduce, any intellectual property owned by New Era, without New Era's prior written approval. Each Eligible Entrant agrees to do all acts and things, and execute all documents, that New Era may reasonably request to secure New Era's ownership of rights in the developed intellectual property rights (including any assignment).

33. Each winner must as a condition of accepting the prize sign:

- The Promoter's deed of release in relation to the use of his/her name and image for promotional purposes and deed of indemnity and exclusion of liability; and
- New Era's deed of release in relation to the use of his/her name and image for promotional purposes and deed of assignment of intellectual property rights.

34. Unless the contrary intention appears, a reference in these Terms and Conditions or in any advertisement relating to this competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).

35. All entries and materials submitted to the Promoter in connection with this competition (in any form including without limitation in hard copy or electronic form) become and remain the property of the Promoter and each Eligible Entrant warrants it has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials. The Promoter may collect Eligible Entrants' personal information in order to conduct the competition. If the information requested is not provided, the Eligible Entrant may not participate in the competition. By entering the competition, unless otherwise advised, each Eligible Entrant also agrees that the Promoter, the Promoter's employees, related companies and agents, including but not limited to the AFL, may use this information, in any media for future promotional purposes, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the Eligible Entrant, including sending the Eligible Entrant electronic messages and telephoning the Eligible Entrant.

36. All personal information you provide will be used by the AFL in accordance with our Privacy Policy available at www.afl.com.au/privacy and may be disclosed by the AFL in accordance with the AFL's Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the AFL.

37. The competition is governed exclusively by the laws of Australia.

38. The Promoter is Australian Football League (ABN 97 489 912 318), 140 Harbour Esplanade, Docklands, 3008, (03) 9643 1999. Any reference to AFL refers to the Australian Football League (ABN 97 489 912 318).

39. By entering into the Competition you indicate you have read and agree to be bound by the AFL Privacy Policy: <http://www.afl.com.au/privacy>.