

AFL's #TrueColours Competition 2016

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 only to legal residents of Australia. Persons entering the Competition who are under 18 years of age require their parent's or legal guardian's permission. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Competition, are ineligible to enter ("Eligible Entrants").
3. 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. In these terms and conditions "related body corporate" has the meaning given in the *Corporations Act 2001* (Cth) from time to time and "related bodies corporate" has a corresponding meaning.
5. Competition commences at 12pm on 24 March 2016 and closes at 11.59pm on 28 August 2016 (the "Competition Period"). All times in these Terms and Conditions are expressed in the local time in Melbourne, Australia.

"A Winner Per Game" and "A Winner Per Round"

6. To enter "A Winner Per Game" and/or "A Winner Per Round" parts of the Competition, Eligible Entrants must:
 - Take a photo of themselves wearing their AFL club's gear at a home and away game of their AFL club during the 2016 Toyota AFL Premiership Season ("the Photo"); and
 - Post the Photo to their personal Instagram account with the hashtag #TrueColours ("Post").

Posts with respect to the relevant home and away round of the 2016 Toyota AFL Premiership Season ("Round") must be made between 12pm on the day of the first match of that Round and 11.59pm on the day of the final match of the Round.

7. Entries are deemed to be entered at the time an Eligible Entrant successfully uploads the Post to Instagram.
8. 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.
9. 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.
10. Eligible Entrants must ensure their privacy settings on their Instagram account is set to "public" so that the Promoter can view the post.
11. Eligible Entrants are permitted to enter the Competition more than once.
12. This Competition is a game of skill, chance plays no part in determining the winner(s) and each valid entry will be individually judged by representatives of the Promoter based on originality, creativity and

what the Promoter deems best represents the AFL brand. The Promoter may favour Posts where the Eligible Entrant is wearing the latest club gear.

13. 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.
14. All entries become the property of the Promoter. Each entrant warrants that he/she 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's decision in relation to any aspect of these terms and conditions and the Competition is final and binding on every person who enters. No correspondence will be entered into.
15. 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.

"A Winner Per Game" prize

16. Within 48 hours after the cut off time for each Round as described in clause 6, the best Post of an Eligible Entrant entry wearing club gear of the home club from each match in that Round as judged by the home club's marketing department will win "A Winner Per Game" prize consisting of a \$200 voucher to the Eligible Entrant's club shop (valid for 12 months).
17. The prize winners will be contacted and notified in writing via their Instagram account within 2 days of the judging. Each winner's name and State of residence may be published within 2 days of the judging at <http://www.afl.com.au> and may also be announced via social media including but not limited to Instagram by the Promoter and/or the winner's AFL club. By entering this Competition, each Eligible Entrant requests that his/her full address not be published.
18. There are a total of 198 "A Winner Per Game" prizes to be won at a value of up to \$200 each. Total prize pool of "A Winner Per Game" prizes is up to \$39,600.
19. An Eligible Entrant who wins "A Winner Per Game" prize will be ineligible to win a further "A Winner Per Game" prize.
20. In the event that any "A Winner Per Game" prize has not been claimed within 3 months of notifying that winner of the prize, the winner forfeits their prize and the prize may be awarded to the next best judged Post from the relevant match by the home club's marketing department. The prize winner(s) will be contacted in writing via their Instagram account within 2 days and their name may be published on <http://www.afl.com.au>.
21. If a winner of "A Winner Per Game" prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or legal guardian on behalf of the winner. Minors may use the prize, but they must have consent from their parent or legal guardian (which the Promoter may request in writing).

"A Winner Per Round" prize

22. Within 48 hours after the cut off time for each Round as described in clause 6, the best Post of an Eligible Entrant entry wearing club gear that Round as judged by the Promoter will win the "Winner Per Round" prize.
23. The "Winner Per Round" prize consists: (a) a customised Sherrin football; (b) two (2) tickets to a finals game to be held during the 2016 Toyota AFL Premiership Season as selected by the Promoter (to be held between 9 and 24 September 2016) ("the Game"); (c) being unveiled by the Promoter as a member

of the “All Australian Fan Team” during the Game; and (d) where the winner is selected wearing a club’s gear where the club’s home base is outside the State where the Game is to be held and the winner usually resides outside the State where the Game is to be held, two (2) return economy airfares to the capital city where the Game is to be held from the capital city in Australia where the winner usually resides together with one night’s accommodation in the capital city where the Game is to be held as chosen by the Promoter on a twin share basis in a hotel of at least a 3 star rating.

24. The prize winners will be contacted and notified in writing via their Instagram account within 2 days of the judging. Each winner’s name and State of residence may be published within 2 days of the judging at <http://www.afl.com.au> and may also be announced via social media including but not limited to Instagram by the Promoter. By entering this Competition, each Eligible Entrant requests that his/her full address not be published.
25. There are a total of 23 “A Winner Per Round” prizes to be won at a value of up to \$1,000 each. Total prize pool of “A Winner Per Game” prizes is up to \$23,000.
26. An Eligible Entrant who wins “A Winner Per Round” prize will be ineligible to win a further “A Winner Per Round” prize.
27. In the event that any “A Winner Per Round” prize has not been claimed within 5 days of notifying that winner of the prize, the winner forfeits their prize and the prize may be awarded to the next best judged Post from the relevant Round by the Promoter. The prize winner(s) will be contacted in writing via their Instagram account within 2 days and their name may be published on <http://www.afl.com.au>.
28. The following additional conditions to apply to the “Winner Per Round” prize –
 - (a) where the winner is under 18 years of age, the winner must be accompanied by a parent or legal guardian over the age of 18 years;
 - (b) where travel is included, travel must be taken as directed by the Promoter and will occur between 8 and 25 September 2016. Entrants must be prepared to travel during the Promoter’s nominated dates;
 - (c) where travel is included, selection of airline(s), accommodation, entertainment and departure time(s) will be at the Promoter’s discretion;
 - (d) the prize is non-transferable and cannot be exchanged, delayed or redeemed for cash;
 - (e) if the winner does not take the prize during the time period stipulated, then the prize is forfeited and cash will not be awarded in lieu of the prize;
 - (f) any unused portion of the prize is non-transferable, non-refundable and non-redeemable for other goods or services and cannot be taken as cash;
 - (g) where travel is included, once travel is booked, any changes made to the booking may incur cancellation fees or amendment fees, at the cost of the winner;
 - (h) where travel is included, the winner and any travel companion will not accrue any frequent flyer points;
 - (i) all components of the prize must be taken together;
 - (j) travel insurance and spending money is not included in the prize;
 - (k) all ancillary and travel costs not mentioned in the prize description above are the winner’s responsibility;
 - (l) all additional costs incurred whereby the prize winner wishes to make variations to travel are the winner’s responsibility and must be booked separately by the winner;
 - (m) the winner will be required to behave responsibly including the responsible consumption of alcohol, no prohibited drugs or medication, no aggressive or offensive behaviour, or behaviour which may diminish the enjoyment of the trip by other winner(s) or behaviour that may diminish the good name or reputation of the Promoter; and
 - (n) the winner and any companion must as a condition of accepting the prize sign the Promoter’s:
 - (i) deed of release in relation to the use of his/her name and image for promotional purposes; and
 - (ii) deed of indemnity and exclusion of liability.

"A Winner Per Week"

29. For the first 18 Rounds of the 2016 Toyota AFL Premiership Season each AFL club will be allocated the following Round ("Club Round") to select "A Winner Per Week" winner:
- Round 1 – North Melbourne
 - Round 2 – Brisbane Lions
 - Round 3 – Western Bulldogs
 - Round 4 – West Coast
 - Round 5 – Collingwood
 - Round 6 – GWS
 - Round 7 – Richmond
 - Round 8 – Melbourne
 - Round 9 – Hawthorn
 - Round 10 – Essendon
 - Round 11 – Geelong
 - Round 12 – Port Adelaide
 - Round 13 – Fremantle
 - Round 14 – Adelaide
 - Round 15 – Carlton
 - Round 16 – Gold Coast Suns
 - Round 17 – St Kilda
 - Round 18 – Sydney
30. Each AFL club will select a fan wearing that club's gear at the match the club is playing in during the relevant Club Round ("the Fan").
31. To win the "A Winner Per Week" prize the Fan must: (a) have a photo taken of them holding a board with "#TrueColours" by the relevant club's representative ("Club Photo"); and (b) sign the Release provided by the relevant club's representative (or where a minor wins – the minor's parent or legal guardian must sign the Release) with respect to the Club Photo.
32. The "Winner Per Week" prize consists: (a) a match day Sherrin football; and (b) having the Club Photo published in the next week's AFL Record.
33. There are a total of 18 "A Winner Per Week" prizes to be won at a value of up to \$189 each. Total prize pool of "A Winner Per Week" prizes is up to \$3,402.

General

34. Two hundred and thirty nine (239) prizes will be awarded in total. The total prize pool of the Competition is valued at up to \$66,002. The Promoter's decision for all prizes in this Competition is final and binding and no correspondence will be entered into.
35. 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.
36. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
37. Where a prize includes travel, the prize must be booked and completed as specified by the Promoter and/or the supplier or organiser of the prize. If the prize is event based, travel must be taken to coincide with the relevant event on the dates specified by the Promoter. Any flights and accommodation constituting part of a prize are subject to booking and availability. All costs associated with a travel prize which are not specified to be included in the prize, including but not limited to any transfer costs, meals, taxes, insurance and other ancillary costs, are the responsibility of the winner. The winners are responsible for ensuring that they have all necessary travel insurance and documents to travel to the relevant place. The Promoter is not responsible for any cancellation, delay or rescheduling of flights and

any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.

38. If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers.
39. If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
40. The Promoter and its related bodies corporate will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), 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 or accepting or using the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
41. Without limiting the previous paragraph, the Promoter and its related bodies corporate will not be liable for any damage to or delay in transit of the prize. Prizes in the form of tickets will be sent to the winner by express post once the winner has accepted the prize.
42. Entrants acknowledge that there may be inherent risks in some aspects of the Competition, including without limitation the prize and that participation in the Competition and/or using the prize may involve participating in dangerous activities. By entering this Competition and/or accepting the prize, entrants accept that risk.
43. Prizes and participation in the Competition are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable, subject to the approval of the relevant authorities, if required
44. 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 promotion, as appropriate.
45. 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 to the equal value and/or specification, subject to any written directions from a regulatory authority.
46. 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 (including its respective officers, employees and agents) excludes 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.
47. The Promoter reserves the right to request that the winner and any companion (where applicable) provide proof of identity prior to awarding the prize. Identification considered suitable for verification is at the discretion of the Promoter. Prize winner and any companion may be required as a condition of

accepting the prize 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.

48. 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.
49. 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.
50. 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.
51. 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.
52. 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.
53. 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.
54. All entries remain the property of the Promoter. 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.
55. 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.
56. 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).
57. 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 and Conditions, 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.

58. 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.
59. 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.
60. Unless the contrary intention appears, a reference in these terms 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).
61. The Competition is governed exclusively by the laws of Australia.
62. Entrants acknowledge that the Competition is in no way sponsored, endorsed or administered by or associated with Instagram whatsoever. Any information provided as part of the Competition is provided to the Promoter and not to Instagram. Entry into the Competition is deemed acceptance of the terms and conditions of use and related rules of Instagram. Entrants completely release Instagram, from any and all liability in connection with this Competition.
63. Any costs associated with entering the Competition is the responsibility of the Eligible Entrant.