

'ESSENDON FOOTBALL CLUB MONEY CAN'T BUY TEAM EXPERIENCE PROMOTION'

2017 TERMS AND CONDITIONS

Promoter: Fujitsu General (Aust.) Pty Limited, of Eastern Creek Drive, Eastern Creek NSW 2766. ABN: 55 001 229 554. Telephone: (02) 8822 2500.

HOW TO ENTER

To enter the 'Essendon Football Club Money Can't Buy Team Experience Promotion', Entrants must, during the Promotional Period:

- a. purchase any Fujitsu Split System, Multi Split System or Ducted Air Conditioning System ("**Eligible Product**") between **13/03/17 – 08/06/17** ("**Promotional Purchase Period**") from any Fujitsu retailer or dealer in Australia. For the purpose of this promotion, "purchase" is defined as a fully paid Eligible Product, with zero balance owing; and
- b. log onto www.essendonfc.com.au/Fujitsu ("**Promotional Website**") and fully and correctly complete and successfully submit the online entry form in the manner required, providing all of the requested details, including but not limited to personal details, Essendon Football Club membership number, the indoor and outdoor model numbers and outdoor serial number of the Eligible Product purchased and providing the purchase receipt number or invoice number by 4:59pm (AEST) on 08/06/17.

Multiple entries are permitted, however only one (1) entry is permitted per Eligible Product purchased during the Promotional Purchase Period. Each entry must be based on a separate purchase of an Eligible Product, must be submitted separately and must independently comply with these Terms and Conditions.

If the Entrant requires any assistance in relation to the promotion, the Entrant can contact the Fujitsu Events line on 1800 264 063.

ELIGIBILITY CONDITIONS AND REQUIREMENTS

1. Entry is only open to Australian residents aged 18 years or older, who are or become 2017 financial members of the Essendon Football Club during the Promotional Period. Members during the Promotional Period and who, in the event that their entry is drawn as the winning entry, are able to travel to and remain in Melbourne, Australia for one (1) night (if applicable) and Sydney, Australia for two (2) nights (if applicable) in order to attend the 'Essendon Football Money Can't Buy Team Experience' in June 2017 (exact dates and times to be confirmed) in order to participate in the Major Prize as set out below.
2. Purchase(s) of Eligible Product(s) must be from any participating Fujitsu retailer or participating Fujitsu dealer in Australia. Purchase(s) of Eligible Product(s) must be made in the Entrant's name only.
3. Purchases must only be for domestic and residential use, and excludes non-residential applications.
4. The promotion commences at 9:00am (AEST) on **13/03/17** and ends at 4:59pm (AEST) on **08/06/17**. Final entries must be submitted by 4:59pm (AEST) on 08/06/17 ("**Promotional Period**").
5. Purchases by, for and in the name of trusts, companies, businesses, commercial or residential developers/developments and purchases by builders, subcontractors, installers/resellers and their immediate family are not eligible. The purchaser is considered as the payer of the Eligible Product (a) as shown on the submitted proof of payment.

6. Employees and immediate families of the Promoter and its agencies including participating retailers and dealers associated with this promotion are ineligible to enter. "Immediate family" means any of the following: spouse, ex-spouse, de-facto 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 1st cousin.
7. **Retain proof of purchase.** Each Entrant must retain and may be required to present their original proof of purchase and proof of payment documents (where applicable) for the Eligible Product in order to claim a prize. An Entrant may be required to provide to the Promoter proof of purchase for each entry made, upon request by the Promoter. Proof of purchase includes showing the original and providing a copy of the purchase receipt or invoice for the Eligible Product purchased during the Promotional Purchase Period. Purchase receipts or invoices must clearly specify where the Eligible Product was purchase and that the Eligible Product was purchased during the Promotional Purchase Period but prior to entry. Failure to produce the required documentation for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of any entry and forfeiture of any right to enter the 'Essendon Football Club Money Can't Buy Team Experience Promotion'.
8. The Promoter reserves the right, at any time, to verify that an Entrant is a 2017 financial Essendon Football Club Member.
9. The Promoter reserves the right, at any time, to verify the validity of any and all entries (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Entrant for (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Terms and Conditions; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

GENERAL

10. An entry may be subject to such follow up enquiries or investigations or security and verification checks as the Promoter determines to apply at the absolute discretion of the Promoter. The entry will be ineligible if the original or copy of the proof of purchase (valid tax invoice) and/or proof of payment is mutilated, illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way, or if they fail any of the Promoter's security and verification checks, or if the Promoter in its absolute discretion determines that an Entrant is not an eligible Entrant whether as a result of follow up, inquiry or investigation or otherwise.
11. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, and any information submitted by the Entrant in entering the promotion, before issuing a prize. If any documentation required by the promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.
12. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. Contact details incorrectly entered by an Entrant on their entry form will deem their entry invalid.

13. The decision of the Promoter on all matters pertaining to this promotion is final. No correspondence will be entered into.
14. The Promoter accepts no responsibility for any tax implications that may arise from the offer. Independent financial advice should be sought.
15. 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 any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) the promotion; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) any tax liability incurred by the winner.
16. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website or the information on the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
17. Any costs associated with accessing the Promotional Website remain the Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
18. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures, directions of regulators or industry self-regulatory bodies or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide an alternative prize to the same value as the original prize, subject to any written directions made under applicable Australian State or Territory legislation.
19. By submitting an entry into the promotion, each Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

20. As a condition of participating in the Major Prize, the winner must procure that the winner's companion (if any) also consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
21. An entry and any copyright subsisting in an entry irrevocably becomes, at the time of entry, the property of the Promoter.

USE OF PERSONAL INFORMATION

22. All data collected on the Promotional Website will be shared between the South Sydney Football Club and the Promoter.
23. The Promoter and its promotional partner, South Sydney Football Club ("Promotional Partner") collect Personal Information about an Entrant to include the Entrant in the promotion, award the prize (where appropriate) and use the information to assist in improving the goods and services of the Promoter and its Promotional Partner. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
24. An Entrant also agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation.
25. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the premises of the Promoter. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at www.fujitsugeneral.com.au/help-centre/privacy-policy
26. The Promoter will provide to each Entrant, at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the Privacy Act 1988 (Cth).
27. By entering the promotion and opting-in, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, Promotional Partner, servants, employees, agents and trusted third parties who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion and opting-in, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

MAJOR PRIZE DRAW

28. **Major Prize draw date, time and location:** The draw to determine the winner will take place at 12:00pm (AEST) on 09/06/17 at Level 2, 360 Pacific Highway, Crows Nest, NSW, 2065.
29. **Winner notification and publication:** Winners will be notified by telephone and email within two (2) business days of the draw date and the name and locality of the winner will be published on www.essendonfc.com.au on 21/06/17.
30. **Additional reserve entries:** The Promoter may draw three (3) additional reserve entries in the draw and record them (in order) in case an invalid entry or ineligible Entrant is drawn or the Entrant is ineligible to accept or declines to participate in the Major Prize. Each Entrant whose entry is drawn by the Promoter must confirm their eligibility to be awarded the Major Prize and their ability to accept and participate in the Major Prize within two (2) business days of being successfully notified by the Promoter that their entry has been drawn, otherwise their entry will be deemed invalid. In the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to participate in the Major Prize, the Major Prize will be awarded to the first reserve entry drawn. If the prize cannot be awarded to the next Entrant drawn, the Promoter will continue this process until the prize is awarded. If after this process the Major Prize, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 31.
31. **Draw for unclaimed Major Prize:** The Promoter may conduct a further draw at the same time and place as the original draw as is necessary at 12:00pm on 21/06/17 in order to distribute the Major Prize if unclaimed by that date, subject to any written directions given under applicable State or Territory legislation. In the event of an unclaimed prize draw, the winner will be notified, and must respond within two (2) business days of the draw date to claim the prize. The name and location of the winner will be published on 22/06/17.

FIRST PAST THE POST

32. Entries submitted during the Promotional Period in accordance with Conditions a. and b. at 'HOW TO ENTER' above will be awarded one (1) 'Gift with Purchase Pack', valued at \$348.95. Offer is strictly limited while stocks last. The Promoter's decision is final and no correspondence will be entered into.

PRIZES

33. **Major Prize:** The first eligible entry randomly drawn from all entries received during the Promotional Period will win the 'Essendon Football Club Money Can't Buy Team Experience' for two (2) or three (3) nights (as applicable) in June 2017 (exact dates and times to be confirmed) for the winner and one (1) companion aged 18 years or older, valued at up to \$5,500.00. The Major Prize comprises of the following elements:
- a. two (2) one-way economy airfares to Melbourne, Australia from the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges). If the Australian capital city airport closest to the ordinary residential address is Melbourne Airport, this component of the prize is forfeited;
 - b. one (1) night maximum 4 star accommodation at a hotel nominated by the Promoter in its sole discretion in Melbourne, Australia (twin share or similar). If the ordinary residential address of the winner is within Melbourne, Australia, this component of the prize is forfeited.

- c. two (2) one-way economy airfares to Sydney, Australia, from Melbourne, Australia with the Essendon Football Club and/or their management team (inclusive of airfare related taxes and charges)
 - d. two (2) one-way economy airfares from Sydney, Australia to the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges). If the Australian capital city airport closest to the ordinary residential address of the winner is Melbourne Airport, this component of the prize is forfeited;
 - e. two (2) nights minimum 4 star accommodation at a hotel nominated by the Promoter in its sole discretion in Sydney, Australia (twin share or similar).
 - f. two (2) tickets to a fully-catered private function hosted by the Essendon Football Club at their Round 14 AFL match against the Sydney Swans at the Sydney Cricket Ground (SCG), Sydney, Australia, on a date to be confirmed by the Australian Football Club (“**AFL**”) by 21/06/17.
 - g. a ‘Gift with Purchase Pack’ comprising of:
 - i. one (1) Antler Juno Cabin Spinnercase; and
 - ii. one (1) 2017 Essendon Bombers Guernsey
34. The ‘Essendon Football Club Money Can’t Buy Team Experience’ will be held in June 2017 at a date(s) and time(s) to be confirmed by the Promoter in conjunction with its Promotional Partner.
35. The prize must be taken on the dates nominated by the Promoter to coincide with the ‘Essendon Football Club Money Can’t Buy Team Experience’, otherwise the prize is forfeited. The precise dates, accommodation (if applicable) and schedule of activities will be notified to the winner by the Promoter in writing by 21/06/17. No extension or variation of the dates nominated by the Promoter permitted. All components of the prize must be taken together and when offered or are forfeited.
36. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Major Prize, are the responsibility of the winner and their companion (if any). Such additional costs may include, but are not limited to additional meals and beverages, room service, telephone calls, laundry services, travel and/or transport to and from airport departure point and Australian capital city airports closest to the ordinary residential address of the winner, other transfers, taxes including arrival and departure taxes (if applicable) but excluding airfare related taxes and charges included in the Major Prize, , spending money, insurance and travel insurance (if applicable). The winner may be required to present a credit card at time of accommodation check-in.
37. The winner and/or their companion (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the Major Prize. Acceptance of the Major Prize and participation in the Major Prize is subject to any prevailing terms and conditions of travel/accommodation/services suppliers, event organisers and any other prize suppliers, and in particular behaviour and safety requirements. The winner and/or their companion (if any) must follow all reasonable directions given by the Promoter and any event organiser or prize supplier during the course of their participation in the Major Prize, including all directions in relation to behaviour and safety. The Promoter and any event organiser or prize supplier reserve the right, in their absolute discretion to disqualify, sanction and/or remove the winner and/or their companion (if any) from the ‘Essendon Football Club Money Can’t Buy Team Experience’, or to refuse participation in certain activities, on the grounds of

inappropriate behaviour or safety reasons, or for any breach of these Terms and Conditions generally. If the winner and/or their companion (if any) fail to participate in the Major Prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the Major Prize will be forfeited with no compensation payable.

38. It is a condition of accepting and participating in the Major Prize that the winner and their companion (if any) may be required to sign eligibility form(s), code(s) of conduct and/or a legal release or releases (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.
39. It is the responsibility of the winner and their companion (if any) to ensure the food and/or beverage(s) included in the Major Prize is consistent with their dietary requirements.
40. The 'Essendon Football Club Money Can't Buy Team Experience' will be at the discretion of the Essendon Football Club (or their management) and will at all times be subject to the availability of the Essendon Football Club as well as the respective schedule of the Promoter. The Promoter will not be liable for the failure of the Essendon Football Club to conduct the 'Essendon Football Club Money Can't Buy Team Experience' in the manner advertised, to 'meet and greet' the winner and/or their companion (if any) and/or to partake in any other interaction or activity for whatever reason. The Promoter reserves the right to substitute another celebrity, personality or public figure in a similar industry and of a similar calibre to the Essendon Football Club, or to provide a comparable prize element of equal or greater value in lieu, if the Essendon Football Club are unavailable to participate in the Major Prize for any reason beyond the control of the Promoter, subject to any written directions made under applicable State or Territory legislation.

GIFT WITH PURCHASE PACKS

41. The 'Gift with Purchase Pack' comprises of:
 - a. one (1) Antler Juno Cabin Spinnercase
 - b. one (1) 2017 Essendon Bombers Guernsey
42. Each 'Gift with Purchase Pack' will be distributed by the Promotional Partner to the winner's ordinary residential address within twenty-eight (28) days of the Promoter receiving a valid entry into this Promotion.
43. The precise date(s) for the delivery 'Gift with Purchase Pack' prizes will be subject to the availability of the applicable prize supplier(s) and reasonable notice being given to the Promoter. The delivery will take place at reasonably determined time(s) according to the respective schedules of the winners, the prize supplier(s) and the Promoter. Once the delivery is booked and confirmed by the Promoter or its agent, no changes may be made to the booking by the winner unless agreed to by the Promoter in its sole discretion. In the event that no suitable time(s) and date(s) for the delivery are able to be arranged between a winner, the prize supplier(s) and the Promoter (as and where required), the delivery component of the prize will be forfeited with no compensation payable to the winner. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims (where applicable).
44. a condition of accepting a prize that the winner may be required to sign a legal release or releases (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion.

ADDITIONAL PROVISION RELATING TO THE PRIZES

45. The total maximum prize pool value is up to \$5,748.95. The prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The prizes must be taken as offered and cannot be varied. The prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any variation in prize value. All prize values are the recommended retail price including GST.
46. The Promoter reserves the right to request a winner and their companion (if any) produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner and their companion (if any) before issuing the prize and at any time during their participation in the prize.
47. In these Conditions of Entry: "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.

NSW Permit No. LTPS/17/11815; ACT Permit No. TP/17/00342 ; SA Permit No. T17/317