

## TERMS AND CONDITIONS

### FFC Christmas in July Promotion

1. The FFC Christmas in July promotional period (**CIJ Promotional Period**) for the FFC Christmas in July promotion commences at 12.01am WST Sunday 28<sup>th</sup> June 2015 and ends at 4.00pm WST Thursday 2<sup>nd</sup> July 2015.
2. Instructions on how to enter, prize details and other information contained within the promotional advertisements form part of these terms and conditions. By participating in this promotion entrants agree to be bound by these terms and conditions.
3. Only participants that sign up with Velocity and choose Fremantle Dockers or register Fremantle Dockers as an existing Velocity member are eligible to win the prize.
4. Only participants who enter correct and valid details regarding Full Name, Mobile Number, Email Address, Velocity Frequent Flyer Number and Fremantle Dockers Membership Number (or seat number)(**Nominated Seats**) for the Round 14 AFL fixture, Fremantle Dockers v Brisbane Lions on Sunday the 5<sup>th</sup> of July are eligible to win the prize.
5. Only participants who attend the Round 14 AFL fixture, Fremantle Dockers v Brisbane Lions on Sunday the 5<sup>th</sup> of July and sit in their **Nominated Seats** are eligible to win the prize.
6. Nominated Persons must be available all day Friday 2<sup>nd</sup> October 2015 and Sunday 4<sup>th</sup> October 2015 to participate in the prize.
7. The two prize winners of the prize must provide Virgin Australia with the name of the two persons (must be over 18 years of age) who will be accepting the Prize (**Nominated Persons**) (may be the winner and another person of their choosing) by 11 September 2015. After which no changes can be made by the winners in relation to their Nominated Persons. Fremantle Football Club will provide relevant contact information for Virgin Australia to prize winner.
8. The two prize winners will be drawn at random by the Fremantle Football Club from all eligible entries received. The two prize winners will be notified at the Round 14 AFL fixture, Fremantle Dockers v Brisbane Lions on Sunday the 5<sup>th</sup> of July by an FFC representative. If the prize winner does not respond within seven (7) days from notification date, Fremantle Football Club reserves the right to re-draw the prize. The prize is to be taken as stated and is not redeemable for cash. The total prize package value is \$12,000 Inc GST RRP. Each of the two prize winners will receive the following prize:
  - a. Two (2) return economy airfares flying Virgin Australia from Perth, WA to Melbourne, VIC with flights departing on 02/10/2015 and returning on 04/10/2015 (with flight times determined by Virgin Australia in its sole discretion). Airline surcharges, travel insurance, freight, excess baggage and airport charges are not included in the prize.
  - b. Four (2) Category 5 tickets to the 2015 AFL Grand Final on 03/10/2015 –AFL Grand Final Permit Code: GFAFL15/31

- c. Two (2) nights, in a minimum three (3) star accommodation in Melbourne (exact hotel determined by Virgin Australia); and
  - d. Transfers between Melbourne Airport to accommodation in Melbourne, and transfers between the accommodation to Melbourne Cricket Ground for the 2015 AFL Grand Final.
9. Employees of Virgin Australia and Fremantle Football Club Ltd, their associated agencies and immediate families, are ineligible to win the prize.
10. Virgin Australia and Fremantle Football Club Ltd and associated agencies accept no responsibility for any loss, damage, accident, death or injury resulting from the promotion.
11. Entry into this promotion signifies acceptance of all conditions. The Promoters' decision will be final and cannot be contested. No correspondence will be entered into. The Promoters reserve the right to limit entry or amend rules if considered necessary without notice.
12. Virgin Australia reserves the right to refuse to allow a winner or Nominated Person to take part in any or all aspects of the prize, if Virgin Australia determines, in their absolute discretion, that a winner or Nominated Person is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner or Nominated Person may be required to sign a legal release in a form determined by Virgin Australia in its absolute discretion.
13. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders Fremantle Football Club'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, Fremantle Football Club 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.
14. Except for liability that cannot be excluded by law, Fremantle Football Club, its associated agencies and companies (and their respective officers, employees and agents) exclude all liability (including negligence) for any personal injury or death, expense, or any loss or damage (including loss of opportunity or profits, whether direct, indirect, special or consequential) arising in any way in connection with this competition or any prize/s. Fremantle Football Club is not responsible for any incorrect or inaccurate information, either caused by the phone or internet user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, internet or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
15. Fremantle Football Club reserves the right in its sole discretion to disqualify any individual who Fremantle Football Club has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of this promotion. Any entrant disqualified under this clause is prohibited

from any further participation in the competition. Fremantle Football Club's legal rights to recover damages or other compensation from such an offender are reserved.

16. Fremantle Football Club and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, internet failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
17. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any causes beyond the control of Fremantle Football Club which corrupt or affect the administration, security, fairness or integrity or proper conduct of this competition, Fremantle Football Club 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, or invalidate any affected entries, subject to any written direction given under State Regulation.
18. Fremantle Football Club is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
19. Prizes may not be sold or offered for resale at a premium (including via on-line auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original recipient or any subsequent bearer. If a Prize is sold or used in breach of this condition, the Prize may be withdrawn.

The promoter is Fremantle Football Club Limited of Fremantle Oval, 1 Parry Street, Fremantle, W A 6160 (ABN 830 660 552 49).

## **General**

1. Flights are subject to Virgin Australia's terms and conditions of carriage which are located on the Virgin Australia website and can be found at [www.virginaustralia.com](http://www.virginaustralia.com).
2. If for any reason, the winner does not, once the flights have been booked, notify Virgin Australia at least 24 hours prior to scheduled departure that they are unable to take the booked flight at the time stipulated, then their prize will be forfeited and cannot be redeemed for cash.
3. If this promotion is not capable of being conducted as reasonably anticipated or interfered with in any way due to any reason beyond Virgin Australia's reasonable control, Virgin Australia reserves the right to the fullest extent permitted by law, in its sole discretion, to cancel, terminate modify or suspend the promotion, where Virgin Australia deems appropriate.
4. All entries will be the property of Virgin Australia. Virgin Australia is bound by the *Privacy Act 1988* including the Australian Privacy Principles. The information entrants provide will be collected for the purpose of conducting this competition and managed in accordance

with Virgin Australia's Privacy Policy (available at [www.virginaustralia.com.au](http://www.virginaustralia.com.au)). Entry is conditional on providing this information. Virgin Australia may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants. Virgin Australia may also disclose entrants' personal information to its related companies, Indian Pacific Limited trading as West Coast Eagles Football Club, Fremantle Football Club Limited (together referred to as **AFL Clubs**) and third parties who provide (or help Virgin Australia provide) products and services including any Prize supplier, some of whom may be located overseas. Virgin Australia may disclose entrants' personal information to persons or organisations located in Germany, India, Ireland, Malaysia, New Zealand, Singapore, The Philippines, United Kingdom and United States of America. Entrants consent to Virgin Australia and the AFL Clubs using their personal information for future promotional and marketing purposes regarding Virgin Australia's and the AFL Clubs' products and services, including contacting the entrant via SMS and email messages (and entrants consent to receiving such messages from Virgin Australia and the AFL Clubs). Information on how to opt-out from these messages is set out in Virgin Australia's and the AFL Clubs' Privacy Policies. Virgin Australia's Privacy Policy also explains how an entrant can seek to access or correct any personal information Virgin Australia holds about the entrant, how to complain about a privacy breach by Virgin Australia and how Virgin Australia will deal with a privacy complaint. Entrants can contact Virgin Australia in relation to its handling of personal information at 07 3295 3000 or at [privacy@virginaustralia.com.au](mailto:privacy@virginaustralia.com.au).