

## Your Chance to win a Mazda 3

### Terms and Conditions

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Promotion commences on 20 April 2017 and ends at 11:59pm on 17 May 2017 ("Promotional Period"). All times indicated in these Terms and Conditions are in AEST.
4. Employees (and their immediate families) of the Promoter and agencies 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 1<sup>st</sup> cousin.
5. There will be four draws ("Draws") to play for the chance to win a Mazda3, SP25 Sedan Petrol Automatic, Deep Crystal Blue, valued at \$31,477.00 ("Prize"). To enter the four draws for the Mazda 3, eligible individuals must visit [www.northmelbournefc.com.au](http://www.northmelbournefc.com.au), follow the prompts to the promotion entry page, input all of the requested details and submit the fully completed entry so it is received during the Promotional Period ("**Entry**") by the applicable date for each draw. Only one (1) Entry permitted per person. By submitting an Entry, individuals will be signing up to the Promoter's database and agree for their information to be used in accordance with clause 26.
6. All valid entries received during the Promotional Period will be placed into the Draws, as applicable at time of Entry. The Draws will take place at North Melbourne Football Club, 204-206 Arden Street, North Melbourne, 3051, at 3.00pm as follows:
  1. Thursday 4 May 2017
  2. Thursday 11 May 2017
  3. Thursday 18 May 2017
  4. Thursday 25 May 2017
7. The first valid entry drawn in each Draw will win that entrant ("Participant") the opportunity to play a contingency game ("the Game") for the chance to win the Mazda 3.
8. A representative of the Promoter will play the Game on the Participant's behalf and the Participant will be notified in writing within two (2) business days of the draw and their details will be published at [www.nmfc.com.au/mazdamillionaire](http://www.nmfc.com.au/mazdamillionaire) for 30 days.
9. Each of the four (4) Games will be conducted immediately after the corresponding Draws as follows: there will be 200 numbered, sealed and tamper proof envelopes on display at the start of the Game. One (1) envelope will contain a promotional message representing the Mazda 3 prize. The remaining 199 envelopes will each contain a promotional message representing a consolation prize. The Participant must choose only one (1) envelope ("Selected Envelope") without touching, handling or interfering in any way with any of the other envelopes on display. If the Participant is found to have breached this condition, he/she will be disqualified. If the Participant's Selected Envelope contains the promotional message representing the Mazda 3 prize, then, subject to verification by the judge, the drawn Participant will win the Mazda 3. If the

Participant's Selected Envelope contains the promotional message representing the consolation prize, the drawn Participant will receive:

Draw 1	NMFC 2017 Team Signed Guernsey valued at \$350
Draw 2	Guard of Honour for 2 people at Round 20 valued at \$300
Draw 3	\$100 Roos Shop Voucher valued at \$100
Draw 4	Two Premiership Club Guest Passes for Round 20 valued at \$140

10. An independent loss adjustor will supervise the each draw and their decision is deemed final. No correspondence will be entered into.
11. The drawn Participant's odds of selecting the Mazda 3 prize envelope are 1 in 200. The odds of being drawn as a Participant may be significantly higher than the odds of the drawn Participant winning the Mazda 3 and will depend upon the number of entries received.
12. Subject to the unclaimed prize draw clause, if for any reason a winner does not take/redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
13. 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.
14. Total prize pool value is up to \$120,000.
15. Prizes, or any unused portion of a prize, are not transferable or exchangeable for any other prize, and cannot be taken as cash, unless otherwise specified.
16. Incomplete or indecipherable entries will be deemed invalid.
17. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
19. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. If this promotion 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a

regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
22. A draw for the prize(s), if unclaimed, may take place on 27 July 2017 at the same time and place as the original Draw, subject to any directions from a regulatory authority. Winner, if any, will be notified in writing within two (2) business days of the draw and their name will be published at [www.nmfc.com.au/mazdamillionaire](http://www.nmfc.com.au/mazdamillionaire) from 28 July 2017 for thirty days. For clarity, the Draw prize, if awarded in the unclaimed prize draw, will be awarded as the prize selected by the Participant at the Game (as outlined above).
23. 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 the promotion.
24. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, 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 entry 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 tax liability incurred by a winner or entrant; or (e) taking/use of and/or participation in a prize.
25. As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
26. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.nmfc.com.au/mazdamillionaire](http://www.nmfc.com.au/mazdamillionaire). In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. This promotion uses the Instaprize property under agreement. The Privacy Policy also contains 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. Unless specified otherwise, the Promoter may disclose entrant's personal information to any entity outside of Australia (see Promoter's Privacy Policy for details).

27. The promoter is North Melbourne Football Club, 204 -206 Arden Street, North Melbourne, 3051, ABN 21 006 468 962 ("Promoter").