## 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 all Australian residents and visitors to the NMFC website. All promotional activity takes place in Victoria.
- 3. Promotion commences at 9am July 1 2018 and ends at 5 pm on 31st October 2018 ("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 games to select four (4) participants who each will have the a 1 in 200 chance to win a Mazda3, SP25 Sedan Petrol Automatic, Deep Crystal Blue, valued at \$31,477.00 ("Prize"). The Prize does not include any type of insurance, any other accessories or any other associated costs not specified in this clause. As the Prize does not include comprehensive insurance, the winner is advised to arrange their own insurance prior to collection of the vehicle.
- 6. To enter for the Mazda 3, eligible individuals must, visit www.nmfc.com.au, follow the prompts to the promotion entry page, input all of the requested details including answering in 25 words or less who you think is North Melbourne's strongest player from the last 20 Seasons and why and submit the fully completed entry for judging.
- 7. Only one (1) Entry permitted per person. By submitting an Entry, individuals will be signing up to the Promoter's database and shared only with North Melbourne FC and Mazda and agree for their information to be used in accordance with clause 25.
- 8. All valid entries received during the Promotional Period as applicable at time of Entry, will be judged by Nmfc. The best entry as deemed by the judge(s) based on the skill of the entry and answering the questions will be awarded the chance to win the monthly prize. Judging will take place at North Melbourne FC 204-206 Arden St, North Melbourne VIC 3051 at 3.00pm as follows:
  - 1. Monday July 30 2018
  - 2. Friday Aug 31 2018
  - 3. Thursday Sep 27 2018
  - 4. Wed 31 October 2018
- 9. Part of the winning entry deemed by the judges will win that entrant the monthly prize ("Participant") the monthly prize to play a game ("the Game") for the chance to win the Mazda 3.
- 10. Each of the four (4) Games will be conducted immediately after the corresponding judging as follows: there will be as follows, (or in game as advised to each winner), sealed non tamper proof envelopes on display at the start of the Game. One (1) envelope will contain a number from 1 -200 representing the Mazda 3 prize (or in a game to be advised). If the Participant's Selected Envelope contains the exact number selected by the winner, subject to verification by the judge, the Participant will win the Mazda 3. If the Participant's Selected number does not match then, the Participant will receive:

Game 1 NMFC 2018 Team Signed Guernsey valued at \$350

- Game 2 Guard of Honour for 2 people at Round TBA valued at \$300
- Game 3 Roo Shop Voucher valued at \$100
- Game 4 Two Premiership Club Guest Passes for Round TBA valued at \$140

There will be eight secondary prizes awarded via the judges for the best entries received (2 secondary prizes per game). These prizes are four <u>Lavazza Amodo Mio Espressgo</u> coffee machines (\$199.99) & four <u>Sony Action Cam</u> (HDR-AZ1VR) with Live-View Remote Kit (\$349.99). All winner will be contacted via email or phone for delivery details.

- 11. An independent loss adjustor will supervise each draw via video conference or in person and the draw will be videoed in a continuous and unaltered digital file. The loss adjusters decision is deemed final. No correspondence will be entered into.
- 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) on the 31<sup>st</sup> of January, 2019, 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 \$128,998.
- 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 (and its clients the NMFC and Mazda) 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. 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 any other parties associated with this promotion (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.
- 23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and any other parties associated with this promotion (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.
- 24. 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.
- 25. 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 <a href="www.nmfc.com.au/privacy">www.nmfc.com.au/privacy</a> 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).
- 26. The promoter is Loyalty.com.au ABN 58100 808991 as agent for North Melbourne Football Club, 204 206 Arden Street, North Melbourne, 3051, ABN 21 006 468 962 ("Promoter").