

2015 NMFC MAZDA SPIRIT AWARDS - TERMS AND CONDITIONS

ENTRY

1. This document contains the terms and conditions of entry ("these terms") into the NMFC Footy Tipping Competition ("Promotion"). Entry into this Promotion is deemed acceptance of these terms.
2. The Promoter is North Melbourne Football Club Limited ABN 21 006 468 962, Arden Street, North Melbourne VIC 3051 ("**Promoter**").
3. The Promotion will be open from 2:00 pm Australian Eastern Daylight Saving Time ("**AEDST**") on Sunday 5 April 2015 and will continue until the starting time of the last match of the last Round of the Season (defined below), which will be no later than 11:59 pm Australian Eastern Standard Time ("**AEST**") on Sunday 6 September 2015 ("**Promotion Period**").
4. Entry is open to all residents and groups excluding employees of the Promoter and other agencies, firms or companies associated with this Promotion and their immediate families. 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. NSW, ACT residents and persons resident outside Australia will not be eligible to win prizes.
5. To be eligible for the prizes, Entrants must be 18 years of age or over.

DEFINITIONS

6. In these Terms, the following meanings apply in addition to terms which are defined elsewhere in these Terms unless the contrary intention appears:
 - "**Player**" means, North Melbourne listed player that played in the senior team of the AFL competition in the corresponding Round.
 - "**Entrant**" means a person who is eligible to participate in and has submitted an entry into the Promotion in accordance with these Terms.
 - "**Group**" means a group of individuals consisting of two or more people, which have agreed to enter the Promotion as a 'group'.
 - "**Judging Location**" means the premises located at North Melbourne Football Club – 204-206 Arden Street, North Melbourne, 3051.
 - "**Match**" means a single game of AFL Football, which is conducted during the Season;
 - "**NMFC Website**" means the website of the Promoter at nmfc.com.au
 - "**Round**" means one of the 23 rounds consisting of Matches conducted during the Season.
 - "**Season**" means the 2015 AFL Premiership 'Home and Away' season of AFL Football consisting of 23 rounds of matches commencing on 2 April 2015.
 - "**Weekly Prize**" is one BT-50 esky valued at \$60 including GST.

ENTRY CONDITIONS

7. To register for the Promotion Entrants must during the Promotion Period register their details via the on-line registration form located on the NMFC Website.
8. The Promoter reserves the right not to accept a registration for any Entrant or to disqualify an Entrant if the Promoter considers that the registration contains anything defamatory or is otherwise inappropriate.
9. An Entrant may only register as an individual.
10. Entrants will have the opportunity, in respect of each Match in each Round of the Season, to submit votes for the Player they believe performed the best according to the characteristics of power, toughness, performance and strength.
11. Entrants are required to award three votes for the best performing Player, two votes for the next best performing Player and one vote for the third best performing Player.

FAILURE TO TIP

12. If an Entrant:

- a. does not submit a tip for a given Match in a Round, then the Entrant's tip for that Match will be deemed to be for the team determined, in the Promoter's sole discretion, to be the "away team"; or
- b. does not submit a tip for Matches in an entire Round, the Entrant's tips for that Round will be deemed to be those of the teams determined, in the Promoter's sole discretion, to be the "away teams" up to a maximum of five correct tips for that Round; or
- c. enters the Promotion after the commencement of the first Round of the Season, then the Entrant's tips for those Matches that have been completed will be deemed to be those of the teams determined to be the "away teams" to a maximum of five correct tips for each such Round.

WEEKLY PRIZES

138. An Entrant that voted in the Mazda Spirit Awards for the corresponding Round will be selected at random as the Weekly Prize winner. Each winner's name will be published on the NMFC Website within seven (7) days of the end of the respective Round.

14. An Entrant that has won a Weekly Prize for a previous Round of the Season will be eligible to win a Weekly Prize again.

15. The total value of the Weekly Prize pool is \$1,320 (inc GST) based on one winner per week for 22 Rounds.

16. Winners will receive an email to claim their prize and provide an address where the Promoter can mail the prize to the registrants address. In the event that any Weekly Prize has not been claimed within three months of being determined, the winner forfeits their prize and the Weekly Prizes will be awarded to another randomly selected Entrant subject to any written directions given by State gaming departments. This prize winner will be contacted in writing within 2 days, and their details published on the NMFC Website immediately following the relevant judging time.

MAJOR PRIZES

17. An Entrant that has voted in the Mazda Spirit Awards will be selected at random major prize of 2 x tickets to the 2015 Syd Barker medal and the opportunity to present the Mazda Spirit Award to the winning player at the event.

18. The Major Prize winner will be determined at the Judging Location at 2:00 pm AEST on 7 September 2015.

19. The total value of the Major Prize pool is \$600 (inc GST) based on one winner at the end of 22 Rounds.

20. The winner of the Major Prize will be contacted in writing within 2 days of the date of being judged a winner, to claim their prize and provide an address where the Promoter can mail the prize to the winner's address. The winner's name will be published on the NMFC Website on 9 September 2015.

21. In the event that a Major Prize is not claimed by 2:00 pm AEDST on 28 September 2015, the prize will be awarded to another Entrant selected at random. This prize winner will be contacted in writing and by phone within 2 days and their name published on the NMFC Website on 30 September 2015.

MINORS

22. If an Entrant is under 18 years, they must have their parent or guardian's consent to enter the Promotion. The Promoter reserves the right to request this consent in writing. If consent in writing is requested, the winner's nominated parent/legal guardian will be required to include the words "in consideration of AFL agreeing to admit the Entrant into this Promotion, [name of Parent or Guardian] agrees to be bound by the terms of entry into the Promotion" in such written consent.

23. If a prize winner 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.

24. Minors may use the prize, but they must have consent from their parent or legal guardian (which the Promoter may request in writing).

GENERAL

25. All Prize Winners (and their parents or legal guardians if they are under 18 years of age) are required to sign a release and indemnity form in favour of the Promoter and return the document to the Promoter prior to taking their prizes.

26. The Promoter reserves the right, at any time, to verify the validity of entries/registrations and Entrants (including an Entrant's identity, age and place of residence) and to disqualify any Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry/registration/tipping process. 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.

27. 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.

28. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.

29. Unless expressly stated otherwise, the winner of a prize in this Promotion is not excluded from winning another prize as part of this Promotion. All eligible Entrants will be considered in the judging for prizes in this Promotion whether or not they have won another prize in this Promotion.

30. Prizes are not transferable, negotiable or exchangeable for cash.

31. Judging of all prizes will be conducted by a representative of the Promoter.

32. The Promoter's decision for all prizes in this Promotion is final and binding and no correspondence will be entered into.

33. For the purpose of this Promotion a Group is treated as a single Entrant.

34. Incomplete, indecipherable and incorrect entries/registrations/tips or entries/registrations/tips containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.

35. It is a condition of taking a prize that the winner must, if requested to do so by the Promoter, sign and return documents relating to their eligibility to enter (including ownership of entry), statement of compliance with relevant terms and conditions and/or a release of the Promoter's liability in taking prizes.

36. 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.

37. The Promoter accepts no responsibility for any entries or registrations not received for any reason during the Promotion. Registrations, entries and tips will be deemed to be accepted at the time of receipt and not at the time of transmission. No responsibility will be taken for lost, late or misdirected registrations, tips or entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

38. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value, subject to any written directions given by State gaming departments.

39. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.

40. 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.

41. The Promoter reserves the right to disqualify registrations, entries and/or tips in the event of non-compliance with these Terms. Notwithstanding the Promoter's rights under these Terms to not accept or to subsequently disqualify an Entrant, the Promoter will not be liable for any legal action arising out of any Group name being defamatory, inappropriate, in breach of any third party's rights, or in breach of any law, and any persons forming part of that Group indemnifies the Promoter, its agents, contractors and related companies from any legal action, claim or dispute arising directly or indirectly from any Group name being defamatory, inappropriate, in breach of any third party's rights, or in breach of any law.

42. To the extent permitted by law, the Promoter and its agencies associated with this Promotion are not liable and do not accept responsibility for:

- a. an Entrant's entry or tips not being received or which are received and subsequently corrupted or rejected by a server of the NMFC Website;
- b. any private or public tipping competition which uses or relies upon the NMFC Website in any way as a means for collecting and disbursing data, or for conducting a tipping competition;
- c. any lost, misdirected or corrupt registrations, entries, tips or emails whether to or from the NMFC Website or otherwise;
- d. any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained:
 - i. in connection with an Entrant's participation in the Promotion or the taking of a place, except that which cannot be excluded by law; and/or
 - ii. relating to the conduct of the Promotion however caused, including failure of the NMFC Website or incorrect or corrupt data supplied by the Promoter to the Entrant.

43. Information about Entrants is used by the Promoter to assess and process registrations in the Promotion. If an Entrant does not provide the required information, the Promoter cannot process the registration. All registrations/entries become the property of the Promoter and will be entered into a database. Information emanating from the Entrant's participation in the Promotion is used by the Promoter and its agencies, contractors and service providers associated with this Promotion for the determination of winners and distribution of prizes, if any, awarded to an Entrant. Entry is conditional on providing this information. Entrants consent to publishing their name and accumulated winning team points in the results section of the NMFC Website and for their personal information to be disclosed to State and Territory lottery departments, as required under the relevant lottery legislation. The Promoter will not be held responsible for any loss of reputation, status or otherwise in connection with an Entrant's tipping selections and consequential results. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at www.afl.com.au/privacy. 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 personal information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Entrant. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their personal information, 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.

44. By participating in this Promotion, the Entrant agrees and acknowledges that:

- (a) they may be contacted by the Promoter to provide comments about the Promotion and the Promoter (or an agent of the Promoter) may take photos of them;
- (b) the Promoter may use such comments or photos (the "**Materials**") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;

(c) the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at any time, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;

(d) they acknowledges that the Promoter retains all right, title and interest, including copyright, in the Materials and, by participating in the Promotion, they assign to the Promoter on creation of the Materials all right, title and interest which might, but for these Terms, vest in them;

(e) they unconditionally and irrevocably consents to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("**Moral Rights**");

(f) they waive all Moral Rights in the Materials that arise outside Australia; and

(g) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

45. Any cost associated with accessing the NMFC Website is the Entrant's responsibility and is dependent on the Internet service provider used.

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, 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) 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, registration, tip 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 variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; (f) taking and/or use of a prize; or (g) the Promotion generally.