

Conditions of Entry for the "Saints Ozito MVP" (Promotion)

ENTRY

1. This document contains the terms and conditions of entry ("**Terms**") into the 2014 Saints Ozito MVP ("**Promotion**"). Entry into this Promotion is deemed acceptance of these Terms.
2. The Promoter is the St Kilda Saints Football Club Ltd **ABN** 86 005 174 836 of 151 East Rd Seaford Victoria 3198 ("**Promoter**" or "**St Kilda**").
3. The Promotion will open 10:00 pm Australian Eastern Daylight Time ("AEDT") on Saturday 22 March 2014 and will continue until 11:59 pm Australian Eastern Standard Time ("AEST") Saturday 1 September 2014 ("**Promotion Period**"). All entries must be received by the Promoter during the Promotional Period.
4. Subject to clause 5, entry is open to all residents of Australia other than residents of New South Wales and the Australian Capital Territory and excluding employees of the Promoter and other agencies, firms or companies associated with this Promotion, and their immediate families ("**Eligible Entrants**"). 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.
5. If an entrant is under 18 years, they must have their parent or guardian's consent to enter this promotion. The Promoter reserves the right to request this consent in writing.

ENTRY CONDITIONS

6. To register for the Promotion, Entrants must, during the Promotion Period, register their details via the on-line registration form located on the 2014 Saints Ozito MVP, website at fansmvp.saints.com.au ("**Online Entry Site**").
7. The Promoter, subject to State and Territory legislation, 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 or is not submitted in accordance with these Terms.
8. An Entrant may only register as an individual.
9. The Promoter will be conducting the 2014 Saints Ozito MVP competition ("**Competition**"). In the Competition, the 22 players who play in each round of St Kilda's relevant 2014 AFL Home and Away matches ("**Competition Round**") will be available to be voted for and will be published at the Online Entry Site.
10. Voting will open approximately half an hour following completion of each relevant St Kilda match.

11. Entrants can vote for who they deem to be the three (3) best players in each of the Competition Rounds (3 votes for best, 2 votes for second best and 1 vote for third best). By submitting a series of votes in a Competition Round an Eligible Entrant will enter the Prize Draw that corresponds to that Competition Round.
12. Voting will close at the commencement of the subsequent St Kilda match except in the final round (Round 23) of the 2014 AFL season, or St Kilda’s last AFL finals series match, whichever comes last. For these matches,, voting will close a week after first opening for that match.
13. Eligible Entrants can complete their Eligible Entry during the Promotion Period by:
 - a. logging on to the Online Entry Site and submitting a series of votes in the Competition in any one of the Competition Rounds, and then providing all requested details in accordance with the directions on the Online Entry Site, during the Promotion Period; and then
 - b. confirming their acceptance of these Conditions of Entry, (**Qualifying Entry**).

WEEKLY PRIZE

14. Eligible Entrants will receive one (1) entry into the Weekly Prize Draw for the first time they submit a vote in the Competition Round.
15. Eligible Entrants will also receive one (1) entry into the Season Prize Draw for the first time they submit a vote in the Competition Round
16. If a prize winner is under the age of 18 years, the prize may be awarded to their parent or legal guardian on behalf of the winner, at the Promoter’s discretion. Minors may use the prize, but they must have consent from their parent or legal guardian (which the Promoter may request in writing).
17. During the Competition a weekly prize will be awarded each Thursday following St Kilda’s relevant 2014 AFL Home and Away matches and be awarded at random as a lucky prize (“**Weekly Prize**”).
18. The end of season prize will be awarded at the conclusion of St Kilda’s 2014 AFL Home and Away matches and will be awarded at random as a lucky prize (“**Season Prize**”).
19. The following schedule will apply to the Weekly Prize and Season Prize with each draw taking place at 151 East Rd Seaford Victoria at 11:00am local time on the date in question:

AFL Round	Draw Date	Prize	Model Number	Value
2	3 April 2014	Twin Cutter	TCS-6100	\$ 69.00
3	10 April 2014	12V Li-Ion Cordless Drill	LCD-3100	\$ 39.95
4	17 April 2014	Compound Mitre Saw	SCMS-1812	\$ 298.00
5	24 April 2014	Corded Multicut Tool Kit	TCM-2000	\$ 98.00
6	1 May 2014	12V Li-Ion Cordless Drill	LCD-3100	\$ 39.95

7	8 May 2014	3.6V Li-Ion window Cleaner	LWC-1000	\$	59.90
8	15 May 2014	Air Compressor	ACP-2415	\$	99.00
9	22 May 2014	Compound Mitre Saw	SCMS-1812	\$	298.00
10	BYE			\$	-
11	5 June 2014	18V Li-Ion Cordless Drill	LCD-5000	\$	75.00
12	12 June 2014	Wet-Dry Vacuum Cleaner	VWD-1220	\$	39.00
13	19 June 2014	Twin Cutter	TCS-6100	\$	69.00
14	26 June 2014	Rotary Hammer Drill	RHD-4100	\$	79.95
15	3 July 2014	18V Cordless Hammer Drill	LHD-7100	\$	129.00
16	10 July 2014	Wet-Dry Vacuum Cleaner	VWD-1220	\$	39.00
17	17 July 2014	3.6V Li-Ion window Cleaner	LWC-1000	\$	59.90
18	24 July 2014	Shredder	SSH-240	\$	259.00
19	7 August 2014	12V Li-Ion Cordless Drill	LCD-3100	\$	39.95
20	14 August 2014	Impact Driver	IDK-2000	\$	99.00
21	21 August 2014	Air Compressor	ACP-2415	\$	99.00
22	28 August 2014	Twin Cutter	TCS-6100	\$	69.00
23	8 September 2014	Toolless Multi-Function Multi Function Tool	MFQ-3100	\$	99.00
Season Prize	8 September 2014	2 x 2014 St Kilda Best and Fairest Tickets		\$	600.00

- 20.** At the time the Promotion Period commences, the total value of the Weekly Prize pool is \$2,757.60 (Inc. GST) as of 21 March 2014 based on one winner per week for 23 Rounds.
- 21.** The winner of each Weekly Prize and the Season Prize will be notified by telephone and in writing, within 2 business days of each draw, using the contact details provided in their entry. Winners' names will also be published at the Online Entry Site within 2 days of each draw and will remain published for 28 days.
- 22.** In the event that the winner of any prize is unable to be contacted, and all reasonable methods of communication are unsuccessful, unclaimed prizes will be distributed by an unclaimed prize draw conducted by the Promoter at 151 East Rd Seaford Victoria 3198 at 11:00am (local time) on 8 December 2014. The winners of any unclaimed prize draw will be notified in writing within 2 business days of the draw and published at the Online Entry Site on 10 December 2014 and will remain published for 28 days. The prizes offered by this Competition remain the property of the Promoter until claimed by each respective prize winner.
- 23.** The Promoter's decision in relation to any aspects of the Competition is, subject to State and Territory legislation, final and binding on every person who enters and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 24.** The prizes are not transferable or exchangeable and cannot be taken as cash and if for any reason whatsoever, a prize becomes unavailable, the Promoter reserves the right to substitute the prize to another prize of the same or greater value, subject to State and Territory legislation.

- 25.** The Promoter accepts no responsibility for any variation in the prize value. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.
- 26.** The Promoter holds no responsibility for incorrect or insufficient details provided by the entrant. Should an entrant's details change, it is the responsibility of the entrant to provide these details to the Promoter.
- 27.** An Entrant that has won a Weekly Prize for a previous Round of the Season will be eligible to win another Weekly Prize during the Promotion Period.

GENERAL

- 28.** Each Qualifying Entry counts towards one (1) entry only.
- 29.** Eligible Entrants may enter the Promotion as many times as they wish provided;
 - a. each entry is based on a separate Qualifying Entry; and
 - b. each entry is submitted separately in accordance with these Conditions of Entry.
- 30.** The use of any automated entry software or any mechanical, electronic or other means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
- 31.** The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any entry or prize/s except for any liability which cannot be excluded by law.
- 32.** The Promoter reserves the right to verify the validity of entries. The Promoter reserves the right, subject to State and Territory legislation, to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Terms.
- 33.** The Promoter is neither responsible nor liable for any late, lost or misdirected entries and all entries are deemed to be received the time of receipt of the web entry into the Competition database and not the time of transmission by the Entrant. The Promoter, subject to State and Territory legislation, assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
- 34.** 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.

- 35.** Incomplete, indecipherable and incorrect entries or entries 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.
- 36.** 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.
- 37.** By participating in this Promotion, the Eligible Entrant agrees and acknowledges that:
- a. they may be contacted by the Promoter to provide comments about the Competition 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 acknowledge 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.
- 38.** All entries become the property of the Promoter. The collection, use and disclosure of personal information in connection with this Competition will be in accordance with the Privacy Act 1988 (Cth). By entering the Competition, the entrant understands and agrees that the Promoter collects their personal information in order to conduct the Competition as well. The entrant also understands and agrees that the primary purpose of collecting information is to enable the Promoter to contact the entrant at a later date by any means including but not limited to telephone, mail or electronic message) to market and promote its products and services to the entrant.
- 39.** In addition, the entrant also understands and agrees that a related purpose of collecting personal information is to allow the Promoter to disclose the information to Ozito Industries ("**Ozito**"), the branding partner of the Competition, to enable Ozito to also contact the entrant at a later date by any means including but not limited to telephone, mail or electronic message) to market and promote its products and services to the entrant.
- 40.** If the information requested is not provided, or the entrant does not consent to their personal information being used for the above primary purpose, the entrant should not participate in the

Competition. By entering this Competition, the entrant understands and agrees that the Promoter may disclose the information provided by the entrant to a lottery regulator (if necessary), publish the winner's name as required under relevant lottery legislation, as well as use their information for further promotional, marketing and publicity purposes. An entrant's personal information is collected, used and disclosed by the Promoter in accordance with these Conditions of Entry and by Ozito in accordance with these Conditions of Entry and Ozito's own Online Terms of Use & Privacy Policy, available at www.ozito.com.au/about-ozito

41. Any cost associated with accessing the Saints Ozito MVP, Website is the Entrant's responsibility and is dependent on the Internet service provider used.
42. Nothing in these Conditions of Entry 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.
43. 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, 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; or (f) taking and/or use of a prize.
44. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize.