

**CONDITIONS OF ENTRY FOR THE  
"SYDNEY SWANS MVP, MADE POSSIBLE BY QBE" PROMOTION (PROMOTION)**

**ENTRY**

1. This document contains the terms and conditions of entry ("**these Terms**") into the 2017 Sydney Swans MVP, made possible by QBE ("**Promotion**"). Entry into this Promotion is deemed acceptance of these Terms.
2. The Promoter is the Sydney Swans Limited ABN 48 063 349 708 ("Promoter", also referred to in these Conditions of Entry as 'SSL') of SCG Light Tower #4 Driver Avenue, Moore Park ("**Promoter**").
3. The Promotion will open 8:00 pm Australian Eastern Daylight Saving Time ("AEDST") on 25/03/2017 and will continue until 11:59 pm Australian Eastern Standard Time ("AEST") 01/10/2017 ("**Promotion Period**").
4. Entry is open to all people 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 1<sup>st</sup> cousin.

**ENTRY CONDITIONS**

5. To enter this competition, Entrants must, during the Promotion Period, register their details via the on-line registration form located on the Sydney Swans MVP, made possible by QBE website at fansmvp.sydneyswans.com.au ("**Online Entry Site**").
6. 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.
7. An Entrant may only register as an individual.
8. 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 twenty three (23) Competition Rounds and Finals Rounds, and then fully completing the requested details in accordance with the directions on the entry page for this Promotion, during the Promotion Period; and
  - b. indicating their acceptance of these Conditions of Entry, ("**Qualifying Entry**").
9. The Sydney Swans will be conducting the 2017 Sydney Swans MVP, made possible by QBE competition ("**Competition**"). This Promotion will be conducted in conjunction with the Competition. In the Competition, 22 players who played in the relevant AFL round ("**Competition Round**"); will be available for selection and will be published at the Online Entry Site.
10. Voting will open approximately half an hour following completion of each Sydney Swans game.
11. Entrants can vote for who they deem as the three (3) best players in each of the twenty-three (23) Competition Rounds (3 votes, 2 votes and 1 vote) and Finals Rounds of the 2017 Toyota AFL Premiership Season. By submitting a series of votes in a Competition Round an Eligible Entrant will be eligible to enter the Minor Prize Draw that corresponds to that Competition Round.
12. Voting will close at 5pm on the Tuesday immediately following each match of the 2017 Toyota AFL Premiership Season Round.

**WEEKLY PRIZE**

13. Eligible Entrants will receive one (1) entry into the Weekly Prize Draw for the first time they submit a vote in the Competition Round.

14. If an entrant is under 18 years, as of the date of entry, they must have their parent or guardian's consent to enter this promotion. The Promoter reserves the right to request this consent in writing.
15. 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, under 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).
16. During the Competition a Weekly Prize will be awarded each Wednesday following the week's game. The Weekly Prize will be awarded at random as a lucky prize. The following schedule will apply to the Weekly Prize and the random draw will take place at SCG Light Tower #4 Driver Avenue, Moore Park at 11:00 AEST/AEDT.

ROUND	GAME DATE	DRAW DATE	PRIZE	VALUE
1	25/3/2017	29/03/2017	Sydney Swans Sherrin Football	\$99.99
2	31/03/2017	5/04/2017	Sydney Swans Sherrin Football	\$99.99
3	07/04/2017	12/04/2017	Sydney Swans Sherrin Football	\$99.99
4	13/04/2017	19/04/2017	Sydney Swans Sherrin Football	\$99.99
5	22/04/2017	26/04/2017	Sydney Swans Sherrin Football	\$99.99
6	29/04/2017	3/05/2017	Sydney Swans Sherrin Football	\$99.99
7	07/05/2017	10/05/2017	Sydney Swans Sherrin Football	\$99.99
8	14/05/2017	17/05/2017	Sydney Swans Sherrin Football	\$99.99
9	20/05/2017	24/05/2017	Sydney Swans Sherrin Football	\$99.99
10	26/05/2017	31/05/2017	Sydney Swans Sherrin Football	\$99.99
11	BYE			
12	08/06/2017	14/06/2017	Sydney Swans Sherrin Football	\$99.99
13	17/06/2017	21/06/2017	Sydney Swans Sherrin Football	\$99.99
14	23/06/2017	28/06/2017	Sydney Swans Sherrin Football	\$99.99
15	30/06/2017	5/07/2017	Sydney Swans Sherrin Football	\$99.99
16	08/07/2017	12/07/2017	Sydney Swans Sherrin Football	\$99.99
17	15/07/2017	19/07/2017	Sydney Swans Sherrin Football	\$99.99
18	22/07/2017	26/07/2017	Sydney Swans Sherrin Football	\$99.99
19	28/07/2017	2/08/2017	Sydney Swans Sherrin Football	\$99.99
20	04/08/2017	9/08/2017	Sydney Swans Sherrin Football	\$99.99
21	12/08/2017	16/08/2017	Sydney Swans Sherrin Football	\$99.99
22	18/08/2017	23/08/2017	Sydney Swans Sherrin Football	\$99.99
23	TBC	30/08/2017	Sydney Swans Sherrin Football	\$99.99
Final Week 1	TBC	6/09/2017	Sydney Swans Signed Guernsey	\$119.99
Final Week 2	TBC	13/09/2017	Sydney Swans Signed Guernsey	\$119.99
Final Week 3	TBC	20/09/2017	Sydney Swans Signed Guernsey	\$119.99
Grand Final	30/09/2017	01/10/2017	Sydney Swans Signed Guernsey and Sydney Swans Signed Ball	\$299.98

17. A further draw will be conducted at the premise of the Promoter (SCG Light Tower #4 Driver Avenue, Moore Park at 11:00 AEST/AEDT) on 30/08/2017 in order to award the Major Prize. All valid entries lodged for rounds 1 to 23 will be included in the Major Prize draw. The One Major Prize winner will win (total prize value is \$6670 inc GST):
  - o 2 x 2017 Toyota AFL Grand Final Tickets (These cannot be on sold, and are not able to be transferred and will need to be collected due to their value)
  - o 2 x tickets to the Sydney Swans Grand Final Lunch (Pullman on the Park, Saturday 30 September)

- o 2 x Return Economy Flights within Australia (From the nearest Capital city to their post code on the entry form, to Melbourne Airport; flights will be Friday September 29 returning Sunday October 1; names will need to be provided within a week of being contacted as the winner)
  - o 2 Nights at the Park Hyatt Melbourne in a Park King Double Room
  - o 2 Transfers within Melbourne (Melbourne Airport to Hotel & Hotel to Melbourne Airport; in accordance with flight times).
  - o No incidentals or additional charges in the room included
  - o Dates that the prize must be taken are between: Friday, 29 September 2017 – Sunday, 1 October 2017.
  - o No meals included with the prize.
18. The 2017 AFL Grand Final tickets are subject to event organiser's conditions of use and entry, including any applicable age restriction. Any winner or their companion may be removed from the 2017 AFL Grand Final for any reason including inappropriate behavior, including but not limited to intoxication.
  19. Flight portion of the Major Prize/s are not available to the winner if they reside in the same state of the prize event. Where the prize involves driving, travel or an event, winners and any companions under the age of 18 must be accompanied by their legal parent or guardian over the age of 18 at all times.
  20. By entering this competition, and by collecting a prize, the winner acknowledges and accepts that driving, travel and any other activities comprising the prize, are inherently dangerous and may result in death, injury, incapacity, damage to property or other losses. The Promoter is not responsible for any acts of god, such as adverse weather conditions or industrial action or civil commotion that may occur whilst the winner is travelling. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. The Promoter does not guarantee that the winner will enjoy the travel prize or be suited to the type of travel prize that is offered.
  21. Unless expressly stated in these Terms and Conditions all other expenses are the responsibility of the winners (and their companions) including but not limited to current passports, visas, meals, spending money, transport to and from departure and arrival points, transfers, drinks, incidentals, mini-bar, laundry, room service, telephone calls, activities, gratuities, services charges, travel insurance, pre and post accommodation, optional activities or excursions and all other ancillary costs. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.
  22. The total value of the Weekly Prize pool is \$2,859.73 (Inc. GST) based on one winner per week for 23 Rounds and 4 Finals (Should the Sydney Swans qualify).
  23. The winner of each Weekly Prize will be notified by telephone and in writing, within 2 business days of the winner's determination, using contact details provided in their entry.
  24. Promoter's decision in relation to any aspects of the competition is 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.
  25. 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 similar value, subject to any applicable law or lottery regulation.
  26. The Promoter accepts no responsibility for any variation in the prizes. 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. SSL 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 SSL including without limitation technical malfunctions or failures.

27. Promoter holds no responsibility for incorrect or insufficient details provided by the entrant. Should entrants details change, it is the responsibility of the entrant to provide these details to the Promoter.
28. If required, the Promoter will conduct an unclaimed prize draw to distribute the Major Prize if unclaimed on 06/09/2017 at 11am at SCG Light Tower #4 Driver Avenue, Moore Park. Should any unclaimed prize draw take place, the winners will be notified by email within 2 days of the redraw and the first names and suburbs/towns of all redraw winner(s) in this Competition will be published on the game website ([sydneyswans.com.au/QBEMVP](http://sydneyswans.com.au/QBEMVP)) on 22/09/2017.
29. If required, the Promoter will conduct an unclaimed prize draw to distribute any prize (other than the Major Prize) if unclaimed on 15/01/2018 at 11am at SCG Light Tower #4 Driver Avenue, Moore Park. Should any unclaimed prize draw take place, the winners will be notified by email within 2 days of the redraw and the first names and suburbs/towns of all redraw winner(s) in this Competition will be published on the game website ([sydneyswans.com.au/QBEMVP](http://sydneyswans.com.au/QBEMVP)) on 19/01/2018.
30. An Entrant that has won a Weekly Prize for a previous Round of the Season will be eligible to win a Weekly Prize again.

## GENERAL

31. Each Qualifying Entry counts towards one (1) entry only.
32. 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.
33. 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.
34. 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.
35. The Promoter reserves the right to verify the validity of entries. The Promoter reserves the right to disqualify any entrant for tampering with the entry process or for submitting an entry which is not in accordance with these Conditions of Entry. Within two (2) days of the relevant prize draw, the winner will be notified in writing of the prize they have won. In the event that the winner is unable to be contacted, and all reasonable methods of communication are unsuccessful, unclaimed prizes will be dealt with as prescribed by these Conditions of Entry and the relevant laws governing the conduct of this Competition. The prizes offered by this Competition remain the property of the Promoter until claimed by each respective prize winner.
36. Except for any liability that cannot be excluded by law, the Promoter (including its 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 Competition, including, but not limited to, liability, loss or damage arising out of the following: (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 variation in prize value to that stated in these Conditions of Entry; (e) any tax liability incurred by a winner or entrant; (f) participation

in the Competition and/or (g) redemption of any of the prizes.

37. 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 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.
38. 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.
39. The total prize pool for this promotion is valued at \$9529.73(Inc. GST).
40. 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.
41. 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.
42. 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 Sydney Swans MVP, made possible by QBE 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 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 agrees not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
43. All entries become the property of the Promoter (Sydney Swans Football Club) and QBE Insurance. 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 as obtain information about the entrant's insurance arrangements (if any) on behalf of, and to disclose to, QBE Insurance. The entrant also understands and agrees that the primary purpose of collecting information:
  - a. is to enable QBE Insurance 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.
  - b. 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.
44. 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 QBE Insurance in accordance to these conditions of Entry and QBE Insurance's Online Terms of Use & Privacy Policy, available at <http://www.qbe.com.au/Australia/About-QBE/Company-Policies/Privacy-Policy/Insurance.html>

45. Any cost associated with accessing the Sydney Swans MVP, made possible by QBE 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, 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.
47. 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.
48. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize.

Authorised under: ACT permit No. TP 17/00521. NSW permit No. LTPS/17/12624. SA permit No. T17/490.

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