

“KUNG FU PANDA 3, TRAIN LIKE PO” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Subject to clause 4, entry is only open to Australian residents who are available to attend the following event:
 - Sydney Swans v Collingwood, SCG, Saturday, March 26, 2016.
3. Entrants under 18 years old must have parental/guardian approval to enter. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, the Sydney Swans, 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 1st cousin.
5. The promotion commences at 12.00 AEDST on 11/03/16 and closes at 11.59 AEDST on 24/03/16 (“Promotional Period”).
6. To enter, individuals must, during the Promotional Period, log onto the Sydney Swans website (www.sydneyswans.com.au), follow the prompts to the promotion entry page, input the requested details (including, but not limited to, their full name, address, phone number and email address) and an answer to the question in 25 words or less: “If you could train like Po, with one of the Sydney Swans, who would it be and why?” in 25 words or less” (“**the Question**”).
7. 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 to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.
8. Incomplete, indecipherable entries will be deemed invalid.
9. Only one (1) entry permitted per person.
10. 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.

11. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the Question. The judges reserve the right to select additional reserve entries, which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. The judging will take place at Sydney Swans Ltd, Light Tower 4, Driver Ave, Moore Park NSW 2021 at 12pm AEDST 24/03/16. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant and for the purposes of runner-up prizes.
12. The winners will be notified by telephone and by email by 17:00 on 24/03/16

Major Prize: Family pass to see Kung Fu Panda 3 and 4 x tickets to the Sydney Swans v Collingwood match on Saturday, March 26

Runner up prizes (5): Family pass to see Kung Fu Panda 3, Bamboo Character Straw, Activity Set, Drawstring Bag cap and Character Bobble head.
13. If for any reason a winner does not take a prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) may be forfeited at the Promoter's absolute discretion.
14. 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.
15. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
16. The total prize pool value is up to \$1008.00 excluding GST.
17. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. Entrants consent to the Promoter, the Sydney Swans (and other third parties associated with the event) 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 or the Sydney Swans.
19. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.

20. 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 State 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.
21. 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 variation in prize value to that stated in these Terms and Conditions; (e) if the Event is cancelled, postponed or rescheduled for any reason beyond the reasonable control of the Promoter; (f) if any or all of the Sydney Swans players cannot participate in the prize event for any reason beyond the reasonable control of the Promoter; (g) any tax liability incurred by a winner or entrant; or (h) taking/use of and/or participation in a prize.
22. As a condition of accepting a prize, the winner (and his/her companions) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
23. The Promoters collect 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 and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in their respective Privacy Policy, which can be viewed at <http://www.sydneyswans.com.au/privacy>. In addition to any use that may be outlined in the Promoter's Privacy Policies, the Promoters may, for an indefinite period, for entrants that have opted in, use the PI for promotional, marketing, publicity, research and profiling purposes, including

sending electronic messages or telephoning the entrant. The Privacy Policies also contain 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 Promoters. The Promoters will not disclose entrant's personal information to any entity outside of Australia.

24. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. The Promoter is:
 - Sydney Swans Limited (ABN 48 063 349 708) of Light Tower 4, SCG, Driver Avenue, Moore Park NSW 2021. Telephone: 02 9339 9123.