

Sydney Swans 2015 Finals Competition Terms & Conditions ("Conditions of Entry")

Schedule				
Promotion:	Sydney Swans 2015 Finals Competition			
Promoter:	Sydney Swans Limited, ABN 48 063 349 708, SCG Light Tower #4, Driver Avenue, Moore Park, NSW 2021, 1300 663 819.			
Promotional Period	Start Date: 09.09.2015 at 9:00 AM AEST			
	End Date: 16.10.2015 at 5:00 PM AEDT			
Eligible entrants:	Entry is open to Australian residents aged 18 and older.			
How to enter:	To enter the Promotion, the entrant must visit http://www.sydneyswans.com.au and complete the entry form including personal details (first name, surname, mobile phone, email address, postcode and date of birth) during the Promotional Period. By entering this Promotion, entrants will automatically opt-in to receive communications from the Promoter.			
Number of entries permitted	The entrant may enter the Promotion once during the Promotional Period and only one eligible entry per entrant will be accepted. The entrant is eligible to win one (1) prize.			
Total Prize Pool:	\$5,000.00			
Prize Description	Number of this Prize	Value (per prize)	Winning Method	Conditions
The prize consists of 2 x \$2,500 Flight Centre gift cards valid from 19.10.2015 to 18.10.2016.	1	\$5,000.00	Draw: 19.10.2015 at 11:00 AM AEDT - barrel draw	Not transferable, substitutable or exchangeable nor redeemable for cash (including any unused portion). The Flight Centre gift cards can be redeemed at any Flight Centre store in Australia. For full Flight Centre gift card terms and conditions see http://www.flightcentre.com.au/travel-extras/gift-cards .
Notification of prize winners:	The winner will be notified in writing within two (2) days of the draw via the email address provided by the winner; and by telephone or text to the phone number provided by the winner. The winner will be notified publicly (and their details published) at www.sydneyswans.com.au on 19.10.2015.			
Unclaimed prizes	Prize must be claimed by 19.01.2016 at 4:00 PM AEDT. Unclaimed prizes will be redrawn on 20.01.2016 at 10:00 AM AEDT at SCG Light Tower #4, Driver Avenue, Moore Park, NSW 2021. The winner of the redraw will be notified in writing within two (2) days of the redraw via the email address provided by the winner; and by telephone or text to the phone number provided by the winner. The winner of the redraw will be notified publicly (and their details published) at www.sydneyswans.com.au on 27.01.2016.			

Terms and Conditions

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period"). Entries must be received during the Promotional Period. Entries are deemed to be received at the time of receipt by the Promoter and not at the time of transmission or deposit by the entrant. Records of the Promoter and its agencies are final and conclusive as to the time of receipt.
3. Employees of the Promoter and the employee's immediate families, its retailers, distributors, suppliers and associated companies and agencies are not eligible to enter. Valid and eligible entries will be accepted up to 16.10.2015 by 5:00 PM AEDT.
4. **Drawings:**
 - i. **19.10.2015 at 11:00 AM AEDT - barrel draw:** The winner will be determined by draw. The draw for the prize will take place on 19.10.2015 at 11:00 AM AEDT at SCG Light Tower #4, Driver Avenue, Moore Park, NSW 2021 by

barrel draw. The winning entrant does not need to be present at the draw to claim a prize. The prize will be delivered before 06.11.2015 by courier.

- ii. If any particular draw is scheduled on a public holiday, the draw will be conducted at the same time and location on the following business day. The Promoter will ensure each draw is open for public scrutiny and anyone may witness the draw on request. The winner of a drawn prize is determined by chance. Skill plays no part in determining the winner.
5. Subject to any test of participants' knowledge, skills or judgment, all eligible entries have a fair and equal chance to win the prize.
6. All reasonable attempts will be made to contact each winner or winner of a redraw.
7. If any winner chooses not to take their prize (or is unable to), they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. The value of the prize is accurate and based upon the recommended retail value of the prize (inclusive of GST) at the date of printing. The Promoter accepts no responsibility for any variation in the value of the prize after that date.
9. No entry fee is charged by the Promoter to enter the Promotion.
10. Prizes will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid.
11. By entering this Promotion, entrants will automatically opt-in and their personal information will be disclosed to the Promoter. Personal information will be stored on the Promoter's database and the Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically.
12. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy is located at <http://www.sydneywans.com.au/privacy>. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrant's personal information to its contractors and agents to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
13. For the purposes of public statements and advertisements, the Promoter will only publish the winner's surname, initial and State. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter and any request to access, update or correct any information should be directed to the Promoter. The Promoter complies with the Spam Act 2003 (Cth) and the Spam Regulations 2004 (Cth).
14. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines in their absolute discretion, that a winner is not in the physical or mental condition necessary to be able to safely participate in or accept the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving the prize(s).
15. If a prize is provided to the Promoter by a third party, the prize is subject to the terms and conditions of the third party prize supplier and the provision of the prize is the sole responsibility of the third party and not the Promoter. The terms and conditions which apply to the prize at the time it is issued to the winner will prevail over these Conditions of Entry, to the extent of any inconsistency. The Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the prize, any delay or failure relating to the prize itself or failure by the third party to meet any of its obligations in these Conditions of Entry or otherwise.
16. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
17. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, subject to State or Territory regulation.
18. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered. Incomplete, illegible 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. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all entries submitted by that individual invalid.
19. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.

20. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
21. The entrant will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
22. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
23. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
24. Authorised under: ACT Permit No. TP 15/07253 and NSW Permit No. LTPS/15/06958.