

AFL's #Truecolours Competition 2018

TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this Competition is deemed acceptance of these Terms and Conditions.
2. Entry is open only to legal residents of Australia. Persons entering the Competition who are under 18 years of age require their parent's or legal guardian's permission. Directors, officers, management, employees and other staff (and the immediate families of directors, officers, management, employees and other staff) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Competition, are ineligible to enter ("Eligible Entrants").
3. Immediate family means any of the following: spouse, ex-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 first cousin.
4. In these terms and conditions "related body corporate" has the meaning given in the Corporations Act 2001 (Cth) from time to time and "related bodies corporate" has a corresponding meaning.
5. Competition commences at 12pm on 24 March 2018 and closes at 11.59pm on 28 September 2018 (the "Competition Period"). All times in these Terms and Conditions are expressed in the local time in Melbourne, Australia "A Winner Per Round"
6. To enter "A Winner Per Round" part of the Competition, Eligible Entrants must: • Take a photo of themselves wearing their AFL club's gear at a home and away game of their AFL club during the 2018 Toyota AFL Premiership Season ("the Photo"); and • Post the Photo to their personal Instagram account with the hashtag #TrueColours ("Post"). Posts with respect to the relevant home and away round of the 2018 Toyota AFL Premiership Season ("Round") must be made between 12pm on the day of the first match of that Round and 11.59pm on the day of the final match of the Round.
7. Entries are deemed to be entered at the time an Eligible Entrant successfully uploads the Post to Instagram.
8. The Promoter reserves the right, at any time, to invalidate any entries (and entrants who submit or cause those entries to be submitted) which it reasonably suspects have been submitted: (a) using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information; (b) through the use of multiple identities, email addresses or accounts; and/or (c) in any way in contravention of these Terms and Conditions.
9. Incomplete, illegible or incorrect entries, or those which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, will be deemed invalid.
10. Eligible Entrants must ensure their privacy settings on their Instagram account is set to "public" so that the Promoter can view the post.
11. Eligible Entrants are permitted to enter the Competition more than once.
12. This Competition is a game of skill, chance plays no part in determining the winner(s) and each valid entry will be individually judged by representatives of the Promoter based on originality,

creativity and what the Promoter deems best represents the AFL brand. The Promoter may favour Posts where the Eligible Entrant is wearing the latest club gear.

13. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

14. All entries become the property of the Promoter. Each entrant warrants that he/she has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials. The Promoter's decision in relation to any aspect of these terms and conditions and the Competition is final and binding on every person who enters. No correspondence will be entered into.

15. The Promoter reserves the right, at any time during, or after the closing date of the Competition, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. "A Winner Per Round" prize

16. Within 48 hours after the cut off time for each Round as described in clause 6, the best Post of an Eligible Entrant entry wearing club gear that Round as judged by the Promoter will win the "Winner Per Round" prize.

17. The "Winner Per Round" prize consists: (a) a customised Sherrin football as selected by the Promoter.

18. The prize winners will be contacted and notified in writing via their Instagram account within 2 days of the judging. Each winner's name and State of residence may be published within 2 days of the judging at <http://www.afl.com.au> and may also be announced via social media including but not limited to Instagram by the Promoter. By entering this Competition, each Eligible Entrant requests that his/her full address not be published.

19. There are a total of 23 "A Winner Per Round" prizes to be won at a value of up to \$189.99 each.

20. In the event that any "A Winner Per Round" prize has not been claimed within 5 days of notifying that winner of the prize, the winner forfeits their prize and the prize may be awarded to the next best judge.

21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

22. If the prize includes vouchers, all vouchers are valid until the voucher expiry date as specified on the voucher or by the provider of the voucher. Vouchers are subject to the conditions stipulated by the provider of the voucher. If the total value of a voucher is not used at the time of redemption, a new voucher may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further voucher is valid for the remainder of the original voucher expiry period. Vouchers cannot be redeemed for further vouchers.

23. If the prize includes tickets, all tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.

24. The Promoter and its related bodies corporate 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 Competition or accepting or using the prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

25. Without limiting the previous paragraph, the Promoter and its related bodies corporate will not be liable for any damage to or delay in transit of the prize. Prizes in the form of tickets will be sent to the winner by express post once the winner has accepted the prize.

26. Entrants acknowledge that there may be inherent risks in some aspects of the Competition, including without limitation the prize and that participation in the Competition and/or using the prize may involve participating in dangerous activities. By entering this Competition and/or accepting the prize, entrants accept that risk.

27. Prizes and participation in the Competition are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable, subject to the approval of the relevant authorities, if required.

28. If this Competition 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) To disqualify any Eligible Entrant; or (b) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

29. 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 of the equal value and/or specification, subject to any written directions from a regulatory authority.

30. 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 death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition or accepting or using the prize.

31. The Promoter reserves the right to request that the winner and any companion (where applicable) provide proof of identity prior to awarding the prize. Identification considered suitable for verification is at the discretion of the Promoter. Prize winner and any companion may be required as a condition of accepting the prize to sign any form required by the Promoter including without limitation a legal release and indemnity form or a declaration confirming their eligibility to accept the prize.

32. Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.

33. Should an Eligible Entrant's contact details change during the Competition Period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.

34. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this Competition, or for any technical error that may occur in the course of the administration of this Competition. 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.

35. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Competition on the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the Competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

36. If for any reason this Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Competition, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the Competition any changes are subject to State Regulations.

37. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

38. All entries remain the property of the Promoter. The Promoter may collect Eligible Entrants' personal information in order to conduct the Competition. If the information requested is not provided, the Eligible Entrant may not participate in the Competition. By entering the Competition, unless otherwise advised, each Eligible Entrant also agrees that the Promoter, the Promoter's employees, related companies and agents, including but not limited to the AFL, may use this information, in any media for future promotional purposes, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the Eligible Entrant, including sending the Eligible Entrant electronic messages and telephoning the Eligible Entrant.

39. All personal information you provide will be used by the AFL in accordance with our Privacy Policy available at www.afl.com.au/privacy and may be disclosed by the AFL in accordance with the AFL's Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the AFL.

40. The Promoter is Australian Football League (ABN 97 489 912 318), 140 Harbour Esplanade, Docklands, 3008, (03) 9643 1999. Any reference to AFL refers to the Australian Football League (ABN 97 489 912 318).

41. If due to any reason whatsoever the Promoter becomes aware after an Eligible Entrant has won the prize that the Eligible Entrant has not complied with these Terms and Conditions, that Eligible Entrant will have no entitlement to the prize, even if the Promoter has announced him/her as the

winner and that Eligible Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

42. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this Competition results in, for GST purposes, supplies being made for non-monetary consideration, Eligible Entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

43. Each Eligible Entrant must ensure that any other person whose details have been provided by the Eligible Entrant to the Promoter for the purposes of the Eligible Entrant's participation in this Competition has given their implied or express consent for their details to be provided to the Promoter and any of its related companies and to be contacted by the Promoter or any of its related companies in relation to this Competition.

44. Unless the contrary intention appears, a reference in these terms or in any advertisement relating to this Competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).

45. The Competition is governed exclusively by the laws of Australia.

46. Entrants acknowledge that the Competition is in no way sponsored, endorsed or administered by or associated with Instagram whatsoever. Any information provided as part of the Competition is provided to the Promoter and not to Instagram. Entry into the Competition is deemed acceptance of the terms and conditions of use and related rules of Instagram. Entrants completely release Instagram, from any and all liability in connection with this Competition.

47. Any costs associated with entering the Competition is the responsibility of the Eligible Entrant.