Amart Furniture Private Suite Giveaway Promotion for Essendon Football Club CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.

ELIGIBILITY

- 2. Entry is open to residents of Australia aged 18 years or older, who are or become registered members of Essendon Football Club during the Promotional Period and remain registered members for the duration of the Promotional Period, and who, in the event that their entry is drawn as the winning entry for any one (1) of the six (6) Private Suite prizes, are able to participate in the applicate prizes as set out below (**Entrants**).
- 3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion.

PROMOTIONAL PERIOD

- 4. The promotion commences at 9:00am (AEST) on Thursday 04/04/2019 and closes at 11:59pm (AEST) on Sunday 21/07/2019.
- 5. Each Promotional Stage will have its own draw at Total Sport & Entertainment (TSE) at Level 2, 360 Pacific Highway, Crows Nest NSW 2065 on the dates and times (AEST) set out below (each, a **Draw**). The winners will be notified via telephone and email within two (2) business days of the Draw. All entries received during the Promotional Stage will be entered into the corresponding Draw to determine the prize winner(s) for that Promotional Stage. Entries for each Promotional Stage must be received by the Promoter during the Promotional Stage to be eligible for the corresponding draw. Any entries not drawn as the first winning Entry will rollover into any subsequent Draw(s). The winners will be notified via telephone and email within two (2) business days of each Draw date and the name and locality of the winner will be published in The Australian and on the promotional website

www.essendonfc.com.au/amart (**Promotional Website**) in accordance with the table below and will remain on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify the winner of the Draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

Stage	Round	Match Details (Event)	Start Date & Time	End Date & Time	Draw Date & Time	Publish Date
1	9	EFC vs Fremantle 18/05/19 at 7:25pm	04/04/19 at 9:00am (AEST)	01/05/19 at 4:59pm (AEST)	02/05/19 at 12:00pm (AEST)	15/05/19
2	13	EFC vs Hawthorn 14/06/19 at 7:50pm	04/04/19 at 9:00am (AEST)	29/05/19 at 4:59pm (AEST)	30/05/19 at 12:00pm (AEST)	11/06/19
3	15	EFC vs GWS 27/06/19 at 7:20pm	04/04/19 at 9:00am (AEST)	12/06/19 at 4:59pm (AEST)	13/06/19 at 12:00pm (AEST)	24/06/19
4	17	EFC vs North Melbourne 13/07/19 at 7:20pm	04/04/19 at 9:00am (AEST)	26/07/19 at 4:59pm (AEST)	27/07/19 at 12:00pm (AEST)	10/07/19
5	20	EFC vs Port Adelaide 03/08/19 at 1:45pm	04/04/19 at 9:00am (AEST)	17/07/19 at 4:59pm (AEST)	18/07/19 at 12:00pm (AEST)	01/08/19
6	21	EFC vs Western Bulldogs 10/08/19 at 7:25pm	04/04/19 at 9:00am (AEST)	24/07/19 at 4:59pm (AEST)	25/07/19 at 12:00pm (AEST)	07/08/19

Promotional Stages and Draws will be held as follows:

6. The Promoter may draw three (3) additional reserve Entries for each Promotional Stage and record them in order in case an invalid Entry or ineligible Entrant is draw or the Entrant is unable to accept or declines to participate in a prize. Each Entrant whose Entry is drawn by the Promoter must confirm their eligibility to be awarded the prize and their ability to accept and participate in the major prize within two (2) business days of being successfully notified by the Promoter that their Entry has been drawn, otherwise they will forfeit the prize. In the event of an invalid Entry or an ineligible Entrant, or if the Entrant is unable to accept or declines to participate in the prize, the prize will be awarded to the first reserve Entry drawn. If a prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the prize is awarded.

HOW TO ENTER

- 7. To enter, the Entrants must, during the Promotional Period:
 - a. Hold a valid 2019 Essendon Football Club membership; and
 - b. Purchase any product from an Amart Furniture store within Australia and redeem the 10% member discount; and

c. Log onto <u>www.essendonfc.com.au/amart</u>, access the online entry form made available and follow the prompts in the manner required to fully and correctly complete and successfully submit the online entry form, including providing the Entrant's full name, valid email address, mobile phone number, Essendon Football Club membership number and the purchase receipt.

(together, an Entry).

- 8. Multiple Entries are permitted, however each Entry must be based on a separate Eligible Purchase, must be submitted separately, must include a separate valid receipt and must independently comply with these Conditions of Entry.
- Selection of eligible products is subject to availability at each Participating Retailer. Eligible products may not be available for sale in all Participating Retailers at all times during the Promotional Period. The Promoter accepts no responsibility for any eligible products being unavailable at a Participating Retailer during the Promotional Period.
- 10. Each Entrant must retain and may be required to present Proof of Purchase of each Eligible Purchase in order to claim a prize. An Entrant may be required to provide to the Promoter with Proof of Purchase for all Entries made, upon request by the Promoter. If an Entrant is unable to provide Proof of Purchase for all Entries made within the required timeframes, then all Entries of that Entrant will be ineligible and deemed invalid. Proof of Purchase includes showing the original and providing a copy of the purchase receipt and invoice for each Eligible Purchase made during the Promotional Period. Proof of Purchase must clearly specify where the Eligible Purchase was made and that the Eligible Purchase was made during the Promotional Period but prior to Entry. Failure to produce the required documentation for all Entries when requested may, in the absolute discretion of the Promoter, result in invalidation of any entry and forfeiture of any right to enter the Promotion.
- 11. The Promoter reserves the right, at any time, to verify that an Entrant is a 2019 Essendon Football Club Member.
- 12. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate or incomprehensible Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected Entries. Contact details entered incorrectly by an Entrant on their entry form will result in their Entry being deemed invalid.
- 13. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.

- 14. 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.
- 15. The decision of the Promoter on all matters pertaining to this promotion is final. No correspondence will be entered into.

PRIZE

 Private Suite: The first eligible Entry randomly drawn during each Promotional Stage from all Entries received during the promotion will win one (1) Private Suite prize, for the winner and eleven (11) companions, valued at up to AUD\$6600.00, dependent on the Event.

The Private Suite prize comprises of the following elements:

- a. Twelve (12) tickets to a Private Suite at an Essendon Football Club home game as per the schedule listed in condition 5; and
- b. A food and beverage package.
- 17. Flights and accommodation are not included in this prize. It is the sole responsibility of the winner and their companion(s) (if any).
- 18. There is no age restriction on companion(s) who attend the Event with the winner. Any companion(s) under the age of 18 must be accompanied by an adult, who is included within the total of twelve (12) guests. A child under the age of (4) is not included within the total of twelve (12) guests.
- 19. The prize must be taken on the dates nominated by the Promoter to coincide with the schedule listed in Condition 5, otherwise the prize is forfeited. The precise ticketing and event details will be notified to the winner by the Promoter in writing at least five (5) days in advance. Event organisers reserve the right in their absolute discretion to change or amend the event without notice. The Promoter accepts no responsibility for the cancellation, rescheduling, change or delay for any reason beyond the control of the Promoter.
- 20. If any portion of the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize, or that element of the Prize, for a Prize of similar theme and of equal value, at their own discretion, subject to State regulation and subsequent approval.
- 21. All additional costs not expressly stated, but which may be incurred in acceptance and use of the prize(s), are the responsibility of the winner(s) and their companion (if any). Such additional costs may include, but are not limited to additional travel or transportation or transportation, meals and beverages, room service, telephone calls, Internet connection, telephone or data plan charges, software or applications, laundry services, additional spending

money, transport to and from airport departure point (unless otherwise stipulated), taxes including arrival and departure taxes (if applicable) but excluding airfare related taxes and charges included in a prize, insurance and travel insurance (if applicable). The winner may be required to present a credit at time of accommodation check-in.

- 22. The winner(s) and their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in a prize. Acceptance of a prize and participation in the prize is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers and any other prize suppliers, and in particular behaviour and safety requirements. The winner(s) and their companion(s) (if any) must follow all reasonable directions given by the Promoter and any prize supplier during the course of their participation in a prize or any activity forming part of a prize, including all directions in relation to responsible consumption of alcohol, behaviour and safety.
- 23. The Promoter and any prize supplier reserves the right to request a winner and their companion(s) (if any) produce (within the requested time) appropriate photo identification or other documentation (to the Promoter and/or prize supplier's satisfaction, at its sole discretion) in order to confirm the identity and age of the winner and their companion(s) (if any) before issuing the prize or any part of the prize and at any time during their participation in the prize.
- 24. It is a condition of accepting and participating in a prize that a winner and their companion (if any) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form by the Promoter in its absolute discretion.
- 25. The total maximum prize pool value is **AUD\$39,600.00**. The prize is not exchangeable or transferable and cannot be taken as cash (unless otherwise indicated). The prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implication that may arise from the prize winnings. Independent financial advice should be sought. The prize values are the recommended retail price including GST (if applicable).

GENERAL

- 26. Entrants must enter in their own name only.
- 27. As a condition of entering the promotion, each Entrant (and their companion, if any) consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promotion, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event the are a winner, the Entrant will participate in all reasonable promoted activities in

relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

- 28. If a prize or element of a prize becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize or prize element of equal or greater value may be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
- 29. If the promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the :Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide alternative prize to the same value as the original prize, subject to any written directions made under applicable State or Territory legislation.

PRIVACY

- 30. All Personal Information collected on the Promotional Website will be shared between the Essendon Football Club, the Promoter and the Promoter's promotional agent.
- 31. The Promoter and its Promotional Partners collect Personal Information about an Entrant to include the Entrant in this promotion, award the prizes (where appropriate) and use the information to assist in improving the goods and services of the Promoter and its Promotional Partners (if any). If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
- 32. By entering the promotion, Entrants acknowledge that a further primary purpose for collection of the Entrant's Personal Information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving foods and services and to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's Personal Information with its Australian and overseas related companies, servants, employees and agents and Promotional Partners who may contact the Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.

- 33. The Promoter will provide to each Entrant, at the time of Entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
- 34. Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter and/or its agencies at <u>mtrinh@tse.group</u>. All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at <u>https://www.amartfurniture.com.au/customer-care/privacy</u>.
- 35. In these Conditions of Entry: "Australian Consumer Law" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). "Personal Information" means, for the purpose of the *Privacy Act 1988* (Cth) as amended by the *Privacy Amendment (Enhancing Privacy Protection) Act 2012,* information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
- 36. If an Entrant requires any assistance in relation to the promotion, the Entrant can contact the Promoter's agency on 0452 664 800.

Promoter: Amart Furniture Pty Ltd (ABN 65 009 810 324) of 41 Brickworks Place, Rochedale QLD 4123. Telephone number: (07) 3380 5500

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