Fujitsu General Exclusive Promotion for Essendon Football Club Members 2019 CONDITIONS OF ENTRY

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

ELIGIBILITY

- 2. Entry is only open to residents of Australia aged 18 years or older, who are or become registered members of Essendon Football Club during the Promotional Period (defined below) 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 a prize', are able to participate in relevant prize as set out below (Entrants). This promotion excludes digital Essendon Football Club memberships.
- 3. The directors, management and employees (and their immediate families) of the Promoter, its related entities, Essendon Football Club, printers, suppliers, providers and agencies whom are directly associated with the conduct of this promotion are ineligible to enter the promotion. Immediate family means any of the following: spouse, ex-spouse, de-factor 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.

PROMOTIONAL PERIOD

- 4. The promotion commences at 9:00am (AEDST) on Monday **25/03/2019** and closes at 4:59pm (AEST) on Friday **22/08/2019** (**Promotional Period**).
- 5. The Promotional Period will be divided into two (2) promotional stages, commencing and closing on the dates and times (AEST or AEDST depending on the date) set out below, for the purpose of determining the prizes in this promotion (**Promotional Stage 1 and Promotional Stage 2**)). Where relevant Promotional Stage 1 and Promotional Stage 2 will be collectively referred to as a Promotional Stage.
- 6. Each Promotional Stage will have its own draw which will take place at Total Sport & Entertainment (**TSE**) at Level 2, 360 Pacific Highway, Crows Nest NSW 2065 on the date and time (AEST or AEDST depending on the date) set out below (each, a **Draw**). All Entries (defined below) received during a 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 Period for that Promotional Stage to be eligible for the corresponding Draw. Any non-winning Entries in Promotional Stage 1 will rollover into the Draw for Promotional Stage 2. 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 winners will be published on

the promotional website <u>www.essendonfc.com.au/Fujitsu</u> (**Promotional Website**) in accordance with the table below, and will remain on the Promotional Website for no less than twenty-eight (28) days. All First Past The Post winners (as outlined below) will also be published on the Promotional Website for no less than twenty-eight (28) days. All reasonable steps to notify winners of the results of the Draw(s) (and the First Past The Post element) will be taken by the Promoter.

7. The Promoter's decision is final and no correspondence will be entered into.

Promotional Stage	Prize	Start	End	Draw	Publication
1	Travel like the Team Experience	9:00am (AEDST) on 25/03/2019	4:59pm (AEST) on 01/07/2019	12:00pm (AEST) on 02/07/2019	05/07/2019
2	BBQ with the Bombers Experience	9:00am (AEST) on 25/03/2019	4:59pm (AEST) on 22/08/2019	12:00pm (AEST) on 23/08/2019	23/08/2019

Promotional Stages, Draws and publication will be held as follows:

8. The Promoter may draw additional reserve Entries for each Promotional Stage and record them (in order) in case an invalid Entry or ineligible Entrant is drawn 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 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 a 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 relevant prize is awarded.

HOW TO ENTER

- 9. To enter, the Entrants must, during the Promotional Period:
 - a. Hold a valid 2019 Essendon Bombers membership;
 - b. Purchase any one (1) Fujitsu Split System, Multi Split System or Ducted Air Conditioning system (Eligible Purchase) from any participating Fujitsu retailer or dealer in Australia (Participating Retailer) and retain the purchase receipt and invoice for the Eligible Purchase (Proof of Purchase); and then
 - c. Log onto the Promotion Website, 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, current residential address, current and valid email address, mobile phone number, Essendon Football Club membership number, the outdoor model and serial

number, and the indoor model number of their Eligible Purchase and the purchase receipt or invoice for their Eligible Purchase during the Promotional Period.

(together, an **Entry**). Each Entrant will be awarded one (1) Entry into the Draw for the relevant Promotional Stage according to when their Entry is submitted/received (as indicated in the table above).

- 10. Multiple Entries are permitted; however each Entry must be based on a separate Eligible Purchase, must be submitted separately and must independently comply with these Conditions of Entry.
- 11. 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.
- 12. Purchases must only be for domestic and residential use only. Purchases for non-residential use are excluded and will not be deemed an Eligible Purchase.
- 13. Purchases made by, for and in the name of trusts, companies, businesses, commercial or residential developers/developments and purchases by builders, subcontractors, installers/resellers and their immediate family are not eligible. The individual paying for the Eligible Purchase, as indicated on the Proof of Purchase, is considered to be the purchaser and therefore the Entrant.
- 14. Each Entrant must retain and may be required to present Proof of Purchase for each Eligible Purchase made, 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 for 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 a prize.
- 15. The Promoter reserves the right, at any time, to verify that an Entrant is a 2019 Essendon Football Club Member. This Promotion excludes Digital Memberships.
- 16. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission by the Entrant. 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.

- 17. Costs associated with accessing the Promotional Website remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
- 18. 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.
- 19. The decision of the Promoter on all matters pertaining to this promotion is final. No correspondence will be entered into.

PRIZES

Promotional Stage 1

20. Travel like the Team Experience Prize: The first eligible Entry randomly drawn from all Entries received during the Promotional Period for Promotional Stage 1 will win one (1) Travel like the Team Experience to Adelaide, South Australia (via Melbourne) for two (2) nights during the period Thursday 18/07/2019 – Saturday 20/07/2019 for the winner and one (1) companion aged 18 years or older, valued at up to AUD\$7,000.00 depending on the point of departure.

The Travel like the Team Experience Prize comprises of the following elements:

- a. Two (2) tickets to attend the hospitality function hosted by Essendon Football Club at Adelaide Crows v Essendon Bombers on Friday 19 July 2019, at Adelaide Oval, Adelaide, South Australia;
- b. Two (2) one-way economy airfares to Melbourne, Victoria from the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges). If the Australia capital city airport closest to the ordinary residential address of the winner is Melbourne Airport, this component of the prize is forfeited;
- c. Two (2) one-way economy airfares to Adelaide, South Australia from Melbourne, Australia (inclusive of airfare related taxes and charges);
- d. Return transfers between the destination airport and the destination hotel;
- e. Two (2) nights minimum 4 star accommodation at a hotel nominated by the Promoter in its sole discretion in Adelaide, South Australia (twin share or similar);
- f. Some meals will be provided as nominated by the Promoter in its sole discretion; and

- g. Two (2) one-way economy airfares from Adelaide, South Australia to the Australian capital city airport closest to the ordinary residential address of the winner (inclusive of airfare related taxes and charges). If the Australian airport closest to the ordinary residential address of the winner is Adelaide Airport, this component of the prize is forfeited.
- 21. The prize must be taken on the dates nominated by the Promoter to coincide with the Travel like the Team Experience Prize, otherwise the prize is forfeited. The precise flight and accommodation details and the schedule of activities included in the prize will be notified to the winner by the Promoter in writing at least five (5) business days in advance. Event organisers reserve the right in their absolute discretion to change or amend the event program without notice. The Promoter accepts no responsibility for the cancellation, rescheduling, change or delay of the Travel like the Team Experience Prize for any reason beyond the control of the Promoter.
- 22. No extension of the travel, accommodation or Travel like the Team Experience Prize dates will be permitted. All components of the prize must be taken together and when offered or the prize will be forfeited. The prize winner and their companion must travel together and depart from and return to the same departure point. The prize winner and their companion may not accrue frequent flyer points from attending the Travel like the Team Experience Prize. Travel and accommodation is subject to availability and may be dependent on travel class availability and specific room category availability. Travel and accommodation are to be arrange by the Promoter or an agent nominated by the Promoter.
- 23. A draw for the Promotional Stage 1 prize if unclaimed may take place on **08/07/2019** at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner (if one is required), will be notified via telephone and email within two (2) business days of the unclaimed prize draw date and the name and locality of the winner will be published on the Promotional Website on 10/07/2019.

Promotional Stage 2

24. **BBQ with the Bombers Prize:** The first five (5) eligible Entries randomly drawn from all Entries received during the Promotional Period for Promotional Stage 2, including non-winning Entries from Promotional Stage 1, will win one (1) BBQ with the Bombers Prize in Melbourne, Australia on a date to be confirmed by the Promoter, for the winner and one (1) companion. The total prize pool is valued at up to AUD\$8,500.

The BBQ with the Bombers Prize comprises of the following elements:

a. Two (2) return economy airfares to Melbourne, Victoria, from the capital city airport closest to the ordinary residential address of the winner, for the winner and their companion (if any). If the capital city airport closest

to the winner is Melbourne, Australia, then this component of this prize is forfeited.

- b. One (1) night three-star minimum accommodation, in Melbourne, at a hotel nominated by the Promoter in its sole discretion. If the ordinary residential address of the winner is in Melbourne, Victoria, this component of the prize is forfeited.
- c. One (1) fully catered BBQ with the Bombers Experience at The Hangar at Essendon Football Club for each winner and one (1) companion (if any). The winners' companion (if any) must be aged 18 years and older to attend the BBQ, or if aged 18 years or younger, must be accompanied by a parent of a legal guardian.
- 25. The prize must be taken on the dates nominated by the Promoter to coincide with the BBQ with the Bombers Prize, otherwise the prize is forfeited. The precise dates and schedule of activities included in the prize will be notified to the winner by the Promoter in writing at least fourteen (14) business days in advance. Event organisers reserve the right in their absolute discretion to change or amend the event program without notice. The Promoter accepts no responsibility for the cancellation, rescheduling, change or delay of the BBQ with the Bombers Prize for any reason beyond the control of the Promoter.
- 26. A draw for any Promotional Stage 2 prize if unclaimed may take place on 27/08/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified via telephone and email within two (2) business days of the unclaimed prize draw date and the name and locality of the winner will be published on the Promotional Website on 28/08/2019

Travel like the Team Experience Prize & BBQ with the Bombers Prize Additional Conditions:

- 27. 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(s) (if any). Such additional costs may include, but are not limited to additional travel 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). Winner(s) may be required to present a credit card at time of accommodation check-in.
- 28. 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 a 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. The Promoter and any prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure of Adelaide or Melbourne, Australia, or to refuse participation in certain activities, including on the grounds of inappropriate behaviour, safety reasons, or for any breach of these Conditions of Entry generally. If the winner(s) and/or their companion(s) (if any) fail to participate in a prize in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the prize will be forfeited with no compensation payable.

- 29. 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.
- 30. 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.
- 31. The total maximum prize pool value is up to **AUD\$25,500.00** (inclusive of First Past the Post prizes outlined in Condition 30 below). The prize(s) are not exchangeable or transferable and cannot be taken as cash (unless otherwise indicated). The prize(s) must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implication that may arise from prize winnings. Independent financial advice should be sought. The prize values are the recommended retail price including GST (if applicable).

FIRST PAST THE POST

- 32. The first one-hundred (100) eligible Entries received during the Promotional Period in accordance with Conditions 9(a), 9(b) and 9(c) above will each be awarded one (1) \$100 Fujitsu eftpos Gift Card. The Offer is strictly limited to one-hundred (100) valid Entries received. The Promoter's decision is final and no correspondence will be entered into.
- 33. Any ancillary costs associated with redeeming the Fujitsu eftpos Gift Card are not included. Any unused balance of the Fujitsu eftpos Gift Card will not be awarded as cash. Redemption of the Fujitsu eftpos Gift Card is subject to any terms and conditions of the issuer including those specified on the Fujitsu eftpos Gift Card.

GENERAL

- 34. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all Entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the prize, and any information submitted by the Entrant in entering the promotion, before issuing the prize. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction, then all the Entries of that Entrant may be ineligible and deemed invalid.
- 35. The Promoter reserves the right to verify the validity of any and all Entries to disqualify any Entrant for: (a) tampering with the Entry process; (b) submitting an Entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 36. Prizes will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.
- 37. Prizes will only be awarded where the serial number of the Eligible Purchase fulfils all of the requirements of the Promoter's verification tests and procedures. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.
- 38. As a condition of entering the promotion, each Entrant 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.
- 39. As a condition of participating in a prize(s), the winner's companion(s) (if any) also consents to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the relevant prize as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

- 40. 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 will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
- 41. 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.
- 42. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt by made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
- 43. The Promoter and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer guarantee under Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged Entries, prize claims or prize(s); and/or (iv) acceptance and/or use of any prize.

PRIVACY

- 44. All Personal Information (as outlined below) collected on the Promotional Website will be shared between the Essendon Football Club, the Promoter and the Promoter's promotional agent (**Promotional Partners**).
- 45. 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.

- 46.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.
- 47. An Entrant also agrees that the Promoter and its Promotional Partners may, in the event the Entrant is the winner, publish or cause to be publish the winner's name and locality in any media, as required under the relevant State or Territory lottery legislation.
- 48. 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 Australian Privacy Principals.
- 49. 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>www.fujitsugeneral.com.au/help-centre/privacy-policy</u>.
- 50. 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 Australian Privacy Principals, 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.
- 51. If an Entrant requires any assistance in relation to the promotion, the Entrant can contact the Fujitsu Events line on 0452 664 800.

Promoter: Fujitsu General (Aust.) Pty Ltd (ABN 55 001 229 554) of 1 Telopea Place, Eastern Creek NSW 2766. Telephone number: (02) 8822 2500

NSW Permit No. LTPS/19/33074 ACT Permit No. TP19/02965 SA Permit No. T19/415