Handball with Hankook Game of Skill Terms and Conditions

- 1. Instructions, prizes and information on how to enter form part of these Terms and Conditions. By entering, entrants accept these Terms and Conditions. If you do not accept these conditions you must not enter.
- 2. The promoter is Essendon Football Club, 275 Melrose Drive, Melbourne Airport, VIC 3045. ABN 22 004 286 373.
- 3. The benefiting party is Hankook Tyre Australia Pty Ltd, Building A, Level 3, 11 Talavera Road, Macquarie Park, NSW 2113. ABN 77 082 389 704.
- 4. The promotion runs from 30 May 2018 to 11 August 2018 ("Promotional Period").
- 5. The promotion is open to residents of Australia, aged 18 years and over. Employees (and their immediate families) of the promoter, benefiting party and third parties 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.
- 6. To be eligible to enter, individuals must, answer the question correctly posed on the Promoter's Twitter page.
- 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 may 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 or illegible entries will be deemed invalid.
- 9. Multiple entries in the one Promotional Period are not permitted. To avoid doubt, entrants may enter the Promotion once in each of the Promotional Periods.
- 10. The selected participants of the Promotion shall be the first two people to answer the Handball with Hankook question correctly on the Promoters Twitter page. The Promotion is a game of skill.
- 11. The selected participants will be notified by Twitter message from the Essendon Football Club's Twitter account.
- 12. The selected participants as judged by the Promoter will each will have a chance to win the following. The individual prizes each consist of:
 - Two GA tickets to the corresponding match day that the activation will take place
 - Chance to participate in the 'Handball with Hankook' activation at ¼ time at each Essendon home game the week following the Twitter competition
 - Each selected participant will get the chance to handball AFL balls through a Hankook tyre stack for 20 seconds
 - The participant who gets the most handballs through the tyre in the 20 seconds will win a \$250 Eftpos gift card
- 13. The prize is valued AUD\$250. The prize is not transferable or exchangeable and cannot be taken as cash.
- 14. If the prize (or part of the 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, subject to any written directions from a regulatory authority.
- 15. Entrants consent to the Promoter using their name, likeness, image, voice and/or social media posts content in the event they are the 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.

- 16. 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 17. Any cost associated with accessing the promotional website(s) is the entrant's responsibility and is dependent on the Internet service provider used.
- 18. 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.
- 19. 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) any tax liability incurred by a winner or entrant; or (f) use of the prize / attendance at the prize event.
- 20. The Promoter collects personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
- 21. In the event of war, terrorism, state of emergency, disaster or any other circumstance beyond the control of the Promoter, the Promoter reserves the right to either provide an alternative travel destination to the same value as the original prize or, subject to any applicable laws or written directions made under applicable legislation, to cancel, terminate, modify or suspend the promotion.

Virus Warning

• In entering the competition, you assume the risks and responsibility for any loss, damage or consequence resulting directly or indirectly from viruses, damage or other defects.

Termination

• We may terminate or cancel your entry in the competition immediately in our reasonable discretion or if you breach any of your obligations under these conditions.

Your personal information

- As a result of you entering the competition, we will collect certain personal information about you, such as your email address.
- All entries and their content become the property of the Promoter for use as desired. By entering the competition, you are agreeing to receive further information from us delivered via email to the email address you use to enter the competition. If you wish to stop receiving this information, you may unsubscribe at any time using the unsubscribe facility included in each communication that we send you. We collect your information so that you can participate in the competition. If you do not give us the information, you cannot participate. We may use this information for the purposes of the conduct of the competition and the compilation of survey results and evidence. We may disclose this information to third parties who provide us with administrative services. This information will be stored at the office of the promoter. Australian residents can contact our Privacy Officer if you would like details of the personal information we hold about you at (02) 9964 4000.
- By entering the competition, you consent to us using and disclosing your personal information in these ways.

You indemnify us

• You release and agree to keep us indemnified from any claim, cost, demand, tax, liability or damage (including legal costs on a full indemnity basis) suffered or incurred by us, our directors, employees, agents and representatives arising out of your entry in the competition or any claim by a third party arising from an act or omission by you.

Exclusions and our liability

- We shall not be liable for any loss or damage whatsoever which is suffered (including without limitation direct, indirect and consequential loss and damages) or for personal injury suffered or sustained as a result of entering or trying to enter the competition or accepting any prize offered as part of the competition, except for any liability which cannot be excluded by law.
- The law implies various conditions and warranties which might apply to us supplying goods or services to you. We exclude all of those conditions and warranties to the fullest extent permitted by law, including without limitation implied warranties of merchantability and fitness for a particular purpose.

Failure to comply and severability

• We are not liable for any failure to comply with these conditions. If any part or provision in these conditions is found to be invalid, unenforceable or illegal for any reason, that part or provision shall be severed and the remaining provisions shall continue in full force.

Entire agreement and governing law

These conditions constitute the entire agreement between you and us as to its subject matter. By entering the
competition, you accept that this agreement is to be interpreted, and any disputes are to be determined by the
courts having jurisdiction in New South Wales, in accordance with the laws in force in New South Wales from time
to time, subject to anywritten directions from any regulatory authority.