EFC & YAKULT FACEBOOK ‘PICK THE FACE’ PROMOTION 2016

TERMS AND CONDITIONS

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| Promoter | 1. Essendon Football Club (ABN 22 004 286 373) of 275 Melrose Drive, Melbourne Airport, Victoria 3045, telephone (03) 8340 2000. |
| Entry restrictions | * Entry is only open to residents of Victoria, Northern Territory, Queensland, South Australia, Tasmania and Western Australia aged 16 years or over. Residents of New South Wales and the Australian Capital Territory are not eligible to enter. * Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. |
| 1. Competition Mechanics | * Essendon Football Club will post a photo on Facebook of a player who featured in a Yakult campaign from the first year of Yakult’s partnership. The photo will have the face of the player blacked out and fans are to guess which player is in the photo. There will be 1 photo posted which will stay live for 1 week. * There will be 1 winner of the major prize (VIP Experience) who guesses the correct player. If more than 1 entrant gets the player correct, the winner will be a random selection by the Club with 5 other correct guesses winning second prize. |
| Promotional Period | * The promotion commences at 9.00am AEST on Wednesday 10 August 2016 and ends at 11.59pm AEDST on Thursday 18th August 2016.   The dates for each photo that will be posted are listed below (dates are subject to change without notice):   * Photo 1: Thursday 11th August 2016 |
| How to Enter | To enter the promotion, entrants will be required to post the name of the player they think is in the photo in the comments section under the photo on Facebook.  Entries must be received by 11.59pm AEST Thursday 18th August 2016. |
| Limitation on entry | * There is a limitation of one entry per photo posted per person. |
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| * **PRIZE & PRIZE DRAW** | |
| Prize | * Major Prize * For the winner of the major prize, one person plus one friend or family member will win an inner sanctum experience at the Essendon Football Club training facility comprising of: * Watch an EFC training session from inside the ropes * A tour of the EFC high performance centre with two current players (players to be chosen by the Club) * Two tickets to the Round 23 match against Carlton (Saturday 27th August 2016)   Date of the experience to be decided by the Club and subject to change without notice, must be used in the week of the 22nd of August 2016.  Second Prize  For the second prize winners, five people will win a double pass to the Essendon V Carlton Round 23 match on Saturday 27th August 2016. |
| Prize draw time | The competition winners will be announced on Friday 19th August 2016. |
| Prize draw location | * The Promoter’s premises at 275 Melrose Drive, Melbourne Airport, Victoria, 3045. |
| Winner notification | * Winners will be notified by a direct message via Facebook within 2 business days of the draw date. |
| Draw for unclaimed prizes | * Should the winner not respond within 24 hours of being notified by the Club, the Club will select a second winner and advise the selected individual. |
| Additional provisions relating to the prize | * The following conditions are applicable to the Prize: * The Prize is subject to the standard event and venue terms and conditions. * The Prize does not include any transport, parking or accommodation. * If you guess the correct player in the photo, this doesn’t mean you instantly win. There will be a random draw of all of the entrants who guess the photo correctly. * The Major Prize will be allocated to one specific day whereby the winner will need to use the prize on the selected day (selected by the Club and in conjunction with the player’s football schedules – date to be the week commencing 22nd of August 2016, date to be determined). If you are unavailable on the specified day, the prize will be forfeited and cannot be used on a different day. |

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

1. 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.
2. Incomplete, indecipherable or illegible entries will be deemed invalid.
3. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
4. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a Prize by the time stipulated by the Promoter, then that winner’s Prize will be forfeited.
5. If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
6. The Prize value in these Terms and Conditions are in Australian dollars and include Australian GST where applicable.
7. The Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless stated otherwise.
8. Printing errors and other quality control matters will not be used as a reason for refusing winning entry.
9. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a 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. All entries become the property of the Promoter.
10. 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.
11. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the internet service provider used.
12. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
13. 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 any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
14. 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/redemption/taking of a prize.
15. By entering this competition or promotion you agree that the Promoter may (either directly or through its contractors or agents) collect, use and disclose your personal information in accordance with its Privacy Policy, available at [www.essendonfc.com.au/privacy](http://www.essendonfc.com.au/privacy) and you provide your consent to the Promoter sending you news, information, promotions and updates and providing your personal information to selected partners for the purpose of receiving offers approved by the Promoter.
16. By entering the promotion, the entrant agrees that all intellectual property rights in the images submitted are assigned to the Essendon Football Club.