# Nationwide News GWS GIANTS Activation Terms & Conditions ("Conditions of Entry")

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| **Schedule** | |
| **Promotion:** | Nationwide News GWS GIANTS Activation – Marks Up! |
| **Promoter:** | Nationwide News Pty Ltd ABN 98 008 438 828, 2 Holt Street, Surry Hills, NSW 2010, Australia. Ph: 0292883000 |
| **Promotional Period:** | **Start date:** 13/05/17 at 0:05am AEDT  **End date:** 19/08/17 at 11.55pm AEDT |
| **Eligible entrants:** | Entry is only open to Australian residents who are 15 years and over who have legitimately acquired a ticket to an eligible match. Entrants under the age of 18 must have parent or guardian approval to participate in this promotion.  Entrants must not have ever received remuneration for playing the game of Australian Rules football, Rugby League or Rugby Union. |
| **Eligible Match:** | Any of the following games taking place at Spotless Stadium, Sydney Olympic Park:   |  |  | | --- | --- | | Match 1 | GWS Giants v Collingwood on 13/05/17 | | Match 2 | GWS Giants v Richmond on 20/05/17 | | Match 3 | GWS Giants v Essendon on 03/06/17 | | Match 4 | GWS Giants v Geelong Cats on 01/07/17 | | Match 5 | GWS Giants v Sydney Swans on 15/07/17 | | Match 6 | GWS Giants v Fremantle on 29/07/17 | | Match 7 | GWS Giants v West Coast Eagles on 19/08/17 | | Match 8 | 2017 Finals Series - TBC | | Match 9 | 2017 Finals Series - TBC | |
| **How to Enter:** | To enter the promotion, the entrant must attend an eligible match taking place during the promotional period and participate in The Daily Telegraph Fane Zone activation (Marks Up!) pre-game.  To be deemed a participant of The Daily Telegraph fane zone activation you must have attempted the “marks up” activity and provided your details to promotional staff when requested. |
| **Winner Determination**: | There will be one (1) winner for each eligible match.  Five (5) potential winners will be shortlisted by or on behalf of the Promoter. They will be notified they have been shortlisted. They are shortlisted if they are one of the five eligible persons judged as the most entertaining mark in “The Daily Telegraph Marks Up” fan zone activation. The highest judged shortlisted person will be contacted 10 minutes prior to the start of the game and notified they were successfully selected to participate in the Marks Up Game at quarter time for the chance to win one of the nominated prizes.   |  |  | | --- | --- | | **Eligible Match** | “The Daily Telegraph Marks Up” fan zone Pre-game **Activation times Date/Time** | | Match 1 | 1:35pm to 4:35pm AEDT on 13/05/17 | | Match 2 | 1:35pm to 4:35pm AEDT on 20/05/17 | | Match 3 | 1:35pm to 4:35pm AEDT on 03/06/17 | | Match 4 | 4:25pm to 7:25pm AEDT on 01/07/17 | | Match 5 | 4:25pm to 7:25pm AEDT on 15/07/17 | | Match 6 | 11:10am to 2:10pm AEDT on 29/07/17 | | Match 7 | 1:35pm to 4:35pm AEDT on 19/08/17 | | Match 8 | TBC – Final Depending | | Match 9 | TBC – Final Depending | |
| **Further Eligibility Requirements:** | If the selected individual does not wish to take part in the Marks Up Game, the Promoter and/or an elected ‘GWS GIANTS Representative’ will proceed to the second selected individual from the list and so on, until a participant has been determined who agrees to take part in the Marks Up Game.  The Promoter and/or an elected ‘GWS GIANTS representative’ will ask the participant to sign an “Eligibility Form”. If the selected participant does not complete the form they will be deemed to be ineligible to take part in the Marks Up Game.  A participant may not nominate another person to participate in the Marks Up Game in their place. |
| **Game:** | The selected participant will be invited to take part in the Marks Up Game in the first quarter break at each eligible match. The participant will see six (6) AFL footballs launched into the air towards them, each associated with a different prize. Five (5) white balls which will each be marked with a different monetary value (see below) and a yellow ball which will indicate a prize which is two tickets and return flights from Sydney to the 2017 Toyota AFL Grand Final. The participant can only catch one ball. If more than one ball is caught, then only the prize attached to the first ball caught will be awarded.  The participant will be required to start on the Daily Telegraph launch pad and can only move off this once the first ball has been launched into the air. Should they leave prior to the first ball being launched, the participant will be disqualified and no prizes awarded.  A Daily Telegraph staff member or appointee will be present for each activation and is the appointed official for the game.  The participant’s participation in the Marks Up Game will be captured on video. If the video recording shows that the catch does not meet the winning catch criteria set out above then the participant will not be entitled to a prize.  Should no balls be caught then no prize will be awarded.   |  |  | | --- | --- | | **Scenario** | **Prize awarded** | | White Ball 1 | $100.00 (the base prize) (GST Exempt) | | White Ball 2 | $250.00 (the base prize) (GST Exempt) | | White Ball 3 | $500.00 (GST Exempt) | | White Ball 4 | $1,000 (GST Exempt) | | White Ball 5 | $2,000 (GST Exempt) | | Yellow Ball | Two tickets to the 2017 Toyota AFL Grand Final (Flights included) | |
| **Total Prize Pool (across all Eligible Matches):** | Up to $27,000 (not including finals where the tickets cannot be valued) |
| **Winner Notification:** | Winners will be contacted and notified in person at the Eligible Match itself, prior to game kick-off of the Eligible Match. The winner from each Eligible Match of prizes above $500.00 will be published at www.dailytelegraph.com.au/promotions within seven (7) business days following the Eligible Match. |

1. The entrant agrees and acknowledges that they have read these Conditions of Entry (and Schedule) and that entry into the Promotion is deemed to be acceptance of these Conditions of Entry (and Schedule). Any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.
2. The Promotion commences on the Start Date and ends on the End Date ("Promotional Period").
3. Employees (and the immediate family members) of the Promoter, its distributors, suppliers, subsidiary companies/businesses and associated companies and agencies are not eligible to participate and win. 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.
4. If at any stage, an independent third party reasonably believes that the selected winner has been selected under illegitimate circumstances he/she will at his/her discretion declare the winner null and void. If at any stage, an independent third party reasonably believes any conditions mentioned herein have been breached, he/she will at his/her discretion declare the winner null and void. The Promoter will be able to refuse someone the right to participate if they are reasonably deemed unsuitable e.g. if they appear intoxicated, abusive or are wearing an offensive t-shirt/outfit.
5. No prize or part of a prize is exchangeable or transferable. The winner must provide their bank account details to the Promoter and the prize will be awarded via EFT into the bank account nominated by the winner, unless otherwise instructed by the Promoter.
6. All reasonable attempts will be made to contact each winner.
7. If any winner chooses not to take their prize (or is unable to) or is unavailable at the designated time for the respective Game, they forfeit the prize and the Promoter is not obliged to substitute the prize.
8. Entrants must possess appropriate levels of fitness, health, skill, balance, dexterity and other personal characteristics so as to be able to safely undertake the Game. Entrants must carefully assess the levels of fitness, health, skill, balance, dexterity and other personal characteristics required of them when the Game is disclosed to them. Entrants must immediately withdraw from the Game if they may not satisfy any of the required levels of fitness, health, skill, balance, dexterity or other personal characteristics. The Promoter may require entrants to submit information relating to their fitness, health, skill, balance, dexterity or other personal characteristics. Acceptance of an entrant following receipt of this information in no way: (a) constitutes a representation or assurance that the entrant is suited to undertake the Game; or (b) relieves the entrant of the obligation to assess the requirements of the Game and to withdraw if there is any doubt regarding their suitability.
9. If there is a dispute as to the identity of an entrant or winner, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant or winner.
10. Winners’ personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at preferences.news.com.au. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion.
11. It is a condition of accepting the prize that a winner and/or drawn entrant (prior to participation in the Game) may be required to sign a legal release as determined by the Promoter in its absolute discretion, prior to receiving a prize.
12. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the Competition and Consumer Act 2010 (Cth).
13. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify suspend the Promotion and/or a Game and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.
14. The Promoter reserves the right, at any time, to validate and check the authenticity of entries and entrant's details (including an entrant's identity, age and place of residence). In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
15. The Promoter reserves the right to disqualify/invalidate entries/entrant(s)/winner(s) in the event of non-compliance with these Conditions of Entry, tampering with the Game mechanics or winner determination mechanics or engaging in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of thePromotion or acting in an inappropriate manner to any person involved in the conduct of the Promotion (including verbal or physical abuse towards any such person). In the event that there is a dispute concerning the conduct of the Promotion, the decision of the Promoter is final and binding on each entrant and no correspondence will be entered into.
16. The Promoter and their associated agencies and companies 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 or willful misconduct) in connection with this Promotion or participating in a Game or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law) and except for any liability which arises due to the negligence or gross misconduct of the Promoter or any of their associated agencies or companies.
17. The entrant and each winner will participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter may use any such marketing and editorial material without further reference or compensation to them.
18. The Promoter accepts no responsibility for any tax implications and the entrant must seek their own independent financial advice in regards to the tax implications relating to the prize or acceptance of the prize.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.