

FEMALE MASCOT DESIGN COMPETITION
TERMS AND CONDITIONS
2018

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this competition is deemed acceptance of these Terms and Conditions.
2. Entry is open to all Australian residents (“Eligible Entrant”). For persons under the age of 15 years, if chosen as design winner, the prize will be communicated and distributed to their identified parent or guardian.
3. Employees (and their immediate families) of the Promoter, participating outlets and the agencies associated with this promotion are ineligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent.
4. Competition commences on Friday 19 January 2018 at 9.00am AEST and closes at 11.59pm on Sunday 4 March 2018 AEST (the “Competition Period”).
5. To enter this competition, Eligible Entrants must complete the Mascot Design Form either by hand or digitally designed, including all contact details, and submit Mascot Design Form either by taking a photo or scanning the completed entry form by email (getset@goldcoastfc.com.au), or by mail to Gold Coast SUNS PO BOX 4952, Gold Coast MC, QLD 9726. Correct and truthful personal information must be provided in order for Entrants to make claim of the prize. The information provided as part of participation in this competition becomes the property of GCFC Limited to use at its discretion as per its Privacy Policy, assessable in full through the goldcoastfc.com.au website.
6. The Promoter reserves the right, at any time, to invalidate any entries (and entrants who submit or cause those entries to be submitted) which it reasonably suspects have been submitted: (a) using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information; (b) through the use of multiple identities, email addresses or accounts; and/or (c) in any way in contravention of these Terms and Conditions.
7. Incomplete, illegible or incorrect entries, or those which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, will be deemed invalid.
8. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
10. Entries are deemed to be received at the time of receipt into the Promoter’s competition database and NOT at the time of completion by the Eligible Entrant. Any cost associated with entering the competition is the Eligible Entrant’s responsibility.
11. The winning design will be decided by the Promoter in its absolute discretion, at the Gold Coast SUNS Elite Training & Administration Base, Nerang-Broadbeach Road, Carrara, QLD, 4211 on Tuesday 6 March 2018 at 11am AEST. The winners will be notified via phone and email by 3pm on Tuesday 6 March 2018. The result of the decision is final and no correspondence will be entered into. The winners’ names will be published on the Promoter’s website and announced via Gold Coast SUNS Media Release on Thursday 8 March 2018.
12. All other design entries will be placed in a draw of random selection with one entrant selected at random to receive a Gold Coast SUNS Merchandise Pack valued at \$200. Where the entrant is under the age of 15 years, the prize will be distributed to an identified parent or guardian.

13. One (1) design winner will be selected ('Design Winner'). The Design Winner will receive the opportunity to participate in the Gold Coast SUNS Junior Mascot Experience, with the new Female Mascot on Saturday 2 June 2018 at Metricon Stadium before Gold Coast SUNS versus Geelong Cats. This prize is a 'money can't buy experience' with \$0 value. If the Design Winner is under the age of 12 year, they will be eligible to participate as the Junior Mascot. If the Design Winner is over the age of 12 years, they may choose to nominate a person under the age of 12 years to receive the Junior Mascot experience on 2 June 2018 or alternatively can choose to receive another exclusive match day experience prize as discussed with Gold Coast SUNS.

14. If for any reason a winner does not take the prizes offered or any part of the prize at the time stipulated by the Promoter, then the prize or that part of the prize cannot be transferred or exchanged.

15. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:

(a) To disqualify any Eligible Entrant; or

(b) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

16. If any prize (or part of any 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.

17. 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 and the AFL (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion or accepting or using the prize.

18. The Promoter will require that the winner provide proof of identity prior to awarding the prize. Identification considered suitable for verification is at the discretion of the Promoter. Prize winner may be required to sign any form required by the Promoter including without limitation a legal release and indemnity form or a declaration confirming their eligibility to accept the prize.

19. If the Design Winner cannot be contacted on Tuesday 6 March 2018 – the Promoter will contact the winner at another time before 8 March 2018. A second place draw will not take place. The Design Winner will have until 30 April 2018 to contact the Gold Coast SUNS and claim their prize. If the prize is not claimed the Junior Mascot Experience on June 2 with Gold Coast SUNS new female mascot will be utilised for other Gold Coast SUNS purposes.

20. The Design Winner's drawing will be used to form the basis of the Gold Coast SUNS female mascot. The Promoter reserve the right to use all or none of the design and suggested mascot name in their newly designed mascot without any further compensation to the Design Winner. The Design Winner agrees to irrevocably and unconditionally assign, transfer and set over to the AFL all of its rights, title and interest (past, present and future) in the drawing together with the associated goodwill as and from the date of creation of the drawing. The final mascot may incorporate elements of many design submissions. Other entrants not selected as the design winner do not have claim to any prizes, despite the final design of the mascot revealed on 2 June 2018.

21. The winner selected at random to receive the Gold Coast SUNS Merchandise Pack will have until Friday 24 March 2018 to claim their prize. If the Merchandise Pack prize is not claimed a runner up prize winner will be selected via random draw on Monday 26 March 2018. The same process will continue until a valid winner has been successfully contacted by the club. The prizes remain the property of the Promoter until claimed by the prize winner.

22. Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.

23. Should an Eligible Entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter via digital@goldcoastfc.com.au

24. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this competition, or for any technical error that may occur in the course of the administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.

25. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

26. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition any changes are subject to State Regulations.

27. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

28. Prizes and participation in the competition are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable.

29. If due to any reason whatsoever the Promoter becomes aware after an Eligible Entrant has won the prize that the Eligible Entrant has not complied with these terms, that Eligible Entrant will have no entitlement to the prize, even if the Promoter has announced him/her as the winner and that Eligible Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.

30. Each Eligible Entrant must ensure that any other person whose details have been provided by the Eligible Entrant to the Promoter for the purposes of the Eligible Entrant's participation in this competition has given their implied or express consent for their details to be provided to the Promoter and any of its related companies and to be contacted by the Promoter or any of its related companies in relation to this competition.

31. Eligible Entrants acknowledge that the promotion is in no way sponsored, endorsed or administered by or

associated with Facebook, Twitter, Pinterest, Instagram, Snapchat or any other social media platform whatsoever. Any information provided as part of the competition is provided to the Promoter and not to the relevant social media platform. Entry into the competition is deemed acceptance of the terms and conditions of any relevant social media platform's terms and conditions including but not limited to Facebook's terms and conditions of use and related rules on www.facebook.com. Eligible Entrants completely release any relevant social media platform, including but not limited to Facebook, from any and all liability in connection with this competition.

32. All entries and materials submitted to the Promoter in connection with this competition (in any form including without limitation in hard copy or electronic form) become and remain the property of the Promoter and each Eligible Entrant warrants it has the right to transfer these things to the Promoter. The Promoter may use such entries and materials and any intellectual property rights subsisting in them in any medium and in any manner it sees fit, including without limitation, by reproducing, modifying or adapting such entries and materials. The Promoter may collect Eligible Entrants' personal information in order to conduct the promotion. If the information requested is not provided, the Eligible Entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each Eligible Entrant also agrees that the Promoter, the Promoter's employees, related companies and agents, including but not limited to the AFL, may use this information, in any media for future promotional purposes, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the Eligible Entrant, including sending the Eligible Entrant electronic messages and telephoning the Eligible Entrant.

33. All personal information you provide will be used by the GCFC in accordance with our Privacy Policy available at <http://www.goldcoastfc.com.au/privacy> and may be disclosed by the GCFC in accordance with the GCFC's Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the GCFC.

34. The competition is governed exclusively by the laws of Australia.

35. The Promoter is GCFC Limited, Gold Coast Stadium, Nerang-Broadbeach Road, Carrara, QLD. Any reference to GCFC refers to the GCFC Limited (ABN 144 555 822). Any reference to AFL refers to the Australian Football League (ABN 97 489 912 318).