



TAG YOUR SEAT COMPETITION TERMS AND CONDITIONS 2014

By entering the “**TAG YOUR SEAT COMPETITION**” Subscriber Competition (**Competition**), you are agreeing to the following terms and conditions:

1. STANDARD TERMS

- 1.1 Information on how to enter forms part of the terms of entry.
- 1.2 The Competition is governed exclusively by the laws of Australia.

2. WHO CAN ENTER?

- 2.1 Subject to clause 2.2, entry is open only to ordinary Australian residents (**Entrant**). An Entrant must be able to show proof of residency upon request e.g. Drivers Licence.
- 2.2 Employees and their immediate families of Gold Coast SUNS, Virgin Australia and their associated agencies and companies are not eligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether by natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 2.3 Entrants must be aged 13 years and over. Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this competition.
- 2.4 Entrants must be available to travel on 22 and 23 August 2014.

3. HOW TO ENTER

- 3.1 The competition commences on Wednesday 30 July at 9:00am (AEST) and concludes on Wednesday 13th August 2013 at 12:00pm (“the Competition Period”). Prize draw will take place at this time.
- 3.2 The Competition will take place on Facebook.
- 3.3 To enter the Competition, Entrants must:
 - a) visit the Gold Coast SUNS Facebook page <https://www.facebook.com/GoldCoastFC> and tag themselves and three (3) of their Facebook friends in the comments section under the Competition post; and



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- b) at the time of completing the action at item 3.3(a) above, provide a description, in 25 words or less, of why they have chosen to tag these three (3) particular Facebook friends in the comment.

4. **PRIZE**

The prize consists of the following:

A trip for four (4) people to attend the 2014 Round 22 match of Essendon vs Gold Coast SUNS, in Melbourne, valued at up to \$5,000 including:

- a) Four (4) Virgin Australia return economy airfares from the winner's closest capital city (or from the Gold Coast if the winner resides on the Gold Coast), to Melbourne (valued at up to \$3,000). If the winner is under 18 years of age at the time of travel, a parent and/or guardian must accompany the winner as part of the four (4) people attending as part of the prize. If the winner resides on the Gold Coast, then the Promoter will use reasonable endeavours to arrange for the winner to 'fly with the team', being an opportunity for the winner to travel to Melbourne on the same flight as the team, subject always to availability. For the avoidance of doubt, this component of the prize does not involve the winner meeting with any member of the team or sitting with or near the team during the flight. Any changes to the pre determined flights included in the prize will be at a cost to the winner, and the responsibility of making any changes is the winner's.
- b) Access to the Virgin Australia Airport Lounge, only where there is a Lounge at the relevant capital city airport (valued at \$260). Winners must be an existing Velocity Member or sign up for membership in advance of the date of travel to access this prize element.
- c) One (1) night's accommodation for two (2) standard double rooms at Novotel St Kilda, 16 The Esplanade, St Kilda VIC 3182 (valued at \$400).
- d) Four (4) tickets to the Chairman's Function at the 2014 Round 22 Essendon vs Gold Coast SUNS match at Etihad Stadium, for a winner 18 years of age or over only, dress codes apply (valued at \$1,200). A winner under the age of 18 years, will receive four (4) Premium Reserved Seat tickets instead.
- e) A match day inner sanctum experience, including a meet and greet with a GC SUNS coach, subject to availability of a coach and approval by the GC SUNS football department on the day of the event. Subject to change. No opposition supporter wear to be worn during the experience.



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- 4.2 Spending money, meals, taxes (excluding airline and airport taxes), insurance, transport to and from departure point, items of a personal nature, in-room charges and all other ancillary costs are not included.
- 4.3 The prize must be taken to coincide with the 2014 Round 22 Essendon vs Gold Coast SUNS match in Melbourne, with accommodation provided for the night of 22/08/14.
- 4.4 Prize not redeemable for cash and forfeited if unable to attend on this date. If for any reason the winner does not take the prize or any element of the prize at the time stipulated by the promoter, then the prize or any element of the prize will not be redeemable for cash. No part of this prize can be used in conjunction with any other promotion or offer.
- 4.5 The prize is not transferable, exchangeable or redeemable for cash. In the event of that any prize item (or a part of any prize item) is unavailable, the Promoter reserves the right to substitute a prize item (or part thereof) of equal or greater value and/or specification. Any taxes (other than GST, if any) which may be payable as a consequence of a winner receiving the prize are the sole responsibility of the winner.
- 4.6 The match ticketing is subject to the event venue and ticket terms and conditions, including any applicable age restriction and conditions of entry. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or their companions) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
- 4.7 In participating in the prize, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner grants the promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use.
- 4.8 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 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 Entrants' personal information in order to conduct the Competition. If the information requested is not provided, the Entrant may not participate in the Competition. By entering the Competition, unless otherwise advised, each 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 Entrant, including sending the Entrant electronic messages and telephoning the Entrant.



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5. HOW TO WIN

- 5.1 Once an Entrant has tagged themselves and three (3) friends in the comments section and provided the accompanying 25 words or less description under the Competition post on the GC SUNS Facebook page, they will go in the draw for the chance to win.
- 5.2 Each Entrant who has entered the competition over the Competition Period and registered all details in accordance with clause 3 will be entered into the prize draw to become a winner.
- 5.3 The most creative entry validly submitted during the Competition Period, as determined at the sole and absolute discretion of the Promoter, will win the prize.
- 5.4 This is a contest of skill, judged on criteria set by the Promoter. Chance will not play a role in determining the Competition winner.
- 5.5 The judging will take place at Gold Coast SUNS Administration Offices, Nerang-Broadbeach Rd, Carrara, QLD 4211 on Wednesday 13 August 2014 at 2pm.
- 5.6 The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
- 5.7 The winner will be contacted on Facebook on or about Wednesday 13 August 2014.
- 5.8 In the event that a winner is unable to be contacted via Facebook, or a winner does not respond to the Promoter's initial communications within five (5) days, the winner is deemed to have forfeited the prize and the Promoter reserves the right to award the prize to another Entrant at its sole and absolute discretion. The prize remains the property of the Promoter until claimed by the prize winner.
- 5.9 In the event the winner is under 18 years of age, the prize of the Competition will only be awarded to a parent and/or guardian of the winning Entrant.

6. NO LIABILITY

- 6.1 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.
- 6.2 The Promoter and its associated agencies and companies will take no responsibility for prizes damaged or lost in transit, or late, lost or misdirected mail.
- 6.3 The Promoter and its associated agencies and companies will not be liable for any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur:



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- 6.3.1 whilst undertaking any travel won on or connected with their entry into the draw; or
 - 6.3.2 in the participation in any prize;
 - 6.3.3 as a consequence of late, lost or misdirected mail;
 - 6.3.4 arising from or related to any problem or technical malfunction of any telephone network or lines or mobile communications network related to or resulting from participation in this Competition;
 - 6.3.5 due to circumstances outside the Promoter's reasonable control.
- 6.4 The Promoter and its affiliates assume 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, and reserves the right to take any action that may be available.
- 6.5 If, for any reason, this competition is not capable of being conducted as planned, including, but not limited, due to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this competition, 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, subject to State Legislation.
- 6.6 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.
- 6.7 Each Entrant must ensure that any other person whose details have been provided by the Entrant to the Promoter for the purposes of the 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.
- 6.8 Entrants acknowledge that the Competition is in no way sponsored, endorsed or administered by or associated with Facebook, Twitter, Pinterest, Instagram 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. Entrants completely release any relevant social media platform, including but not limited to Facebook, from any and all liability in connection with this competition.
- 6.9 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



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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 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.

- 6.10 The Promoter reserves the right to request 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.
- 6.11 Unless the contrary intention appears, a reference in these terms or in any advertisement relating to this competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).

7. PROMOTER’S DETAILS

The Promoter is:-

ABN 47 144 555 822

Gold Coast SUNS – Nerang-Broadbeach Rd, Carrara QLD 4211.

Privacy Statement:

1. All personal information you provide will be used by the Promoter and the AFL in accordance with our Privacy Policy available at goldcoastfc.com.au/privacy and may be disclosed by the Promoter or AFL in accordance with the Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the Gold Coast SUNS and AFL.
2. By entering into the Competition you indicate you have read and agree to be bound by the Promoter’s Privacy Policy: goldcoastfc.com.au/privacy.