

# Terms and Conditions – Cups to Country

## 1. General

- a. Entry into the Cups to Country (The Promotion) constitutes acceptance of these Terms and Conditions.
- b. Information on how to enter forms part of these conditions.
- c. The Promoter is Hawthorn Football Club, Ricoh Centre, 3/2 Stadium Circuit, Mulgrave VIC 3170. ABN 26 005 068 851 (The Promoter).
- d. For the purposes of the Terms and Conditions, Hawthorn Football Club includes all related and subsidiary companies, past, present and future officers, agents, representatives, employees and assigns.

## 2. Entry Requirements

- a. Entry to the Promotion is open Australian residents. Entrants under 18 years of age need to have the consent of their parent or guardian to enter The Promotion. Employees of The Promoter and their immediate families are not eligible to enter the Promotion.
- b. Entry to The Promotion is free.
- c. The Promotion commences at 10:00am AEDST on Friday 30 October 2015 and closes at 4:00pm AEDST on Friday 27 November 2015. (The Promotion Period).
- d. To enter the Promotion, participants must create a video no longer than one minute, thirty seconds (1min30sec) that shows why the 2013, 2014 and 2015 Premiership Cups as won by Hawthorn Football Club should come to their home town.
- e. Entries for the Promotion can be uploaded either:
  - I. At [www.hawthornfc.com.au/countrytocups](http://www.hawthornfc.com.au/countrytocups), including all entry fields; or
  - II. On the entrant's personal Instagram account, using hashtag #CupsToCountry and @hawthornfc. Entrants are to ensure their Instagram accounts are set to public in order for the entry to be valid.
- f. The Promotion will be judged based on skill, with chance playing no part in the final outcome.
- g. There will be one winner selected.

## 3. Judging

- a. The judging will take place at The Promoter's office at 10:00am on Monday 30 November 2015 by a representative selected by The Promoter.
- b. The winner will be notified Tuesday 1 December 2015.
- c. The winner of The Promotion will be published on [www.hawthornfc.com.au](http://www.hawthornfc.com.au).
- d. The judge's decision is final and no correspondence will be entered into.
- e. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any judging, except for the liability that cannot be excluded by law.

## 4. Prizes

- a. The prize for the winner of the Promotion is: The 2013, 2014 and 2015 AFL Premiership Cups as won by Hawthorn Football Club will be bought to with winner's home town for the day on Saturday 19 December, 2015. People from then town will be able to hold the cups and take a photo with them. Value is priceless.
- b. The prize may not be transferred or substituted, except at the Promoter's discretion. The Promoter reserves the right to substitute a prize of equal or greater value due to prize unavailability.
- c. The winning entry will be contacted by Hawthorn FC to assist with arranging details of the prize.
- d. The Promoter shall not be liable for any costs associated with the prize after delivery.
- e. The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant or winner (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained as a result of taking any prize, except for the liability that cannot be excluded by law.

## 5. Entries

- a. When entering the Promotion, each entrant can agree to be entered into the Promoter's database. By doing so, the entrant gives consent for their name, email address and telephone number to be used for promotional and marketing purposes.

- b. The winner's name and photographs may be used for any future promotional, marketing and publicity purposes in any media worldwide.
- c. Submitted video content may be used for for any future promotional, marketing and publicity purposes in any media worldwide.

## 6. Warranties

- a. Each entrant warrants that the contents of their entry is original and does not infringe the intellectual property rights of any third person.
- b. Each entrant warrants that the use or publishing of any entry will not cause The Promoter to be in breach of any third party's intellectual property rights.
- c. The Promoter does not take any responsibility for any costs associated with entering and/or accessing The Promotion including and not limited to internet service provider costs.
- d. If for any reason The Promotion is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of The Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of The Promotion, The Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel The Promotion or to disqualify any individual who has tampered with the entry process.
- e. In the case of the intervention of any outside agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest or strikes, The Promoter may, in its absolute discretion, cancel
- f. The Promotion and/or recommence it from the start on the same conditions subject to state legislation.
- g. If The Promoter becomes aware that a prize winner is in breach of any warranty contained in these Terms and Conditions or made subsequently to, The Promoter may deem that prize winner ineligible.
- h. Except for any liability that cannot be excluded by law, The Promoter (including its 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, including, but not limited to, where arising out of the following:
  - i. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - ii. any theft, unauthorised access or third party interference;
  - iii. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by The Promoters) due to any reason beyond the reasonable control of The Promoters;
  - iv. any variation in prize value to that stated in these Terms and Conditions of entry;
  - v. any tax liability incurred by the winner or entrant; and/or
  - vi. redemption of the prize.