

“MELBOURNE FOOTBALL CLUB 2015 CAR GIVEAWAY” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents. Entrants under 18 years old 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 promotion.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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. Promotion commences on 24th November 2014 and ends at 5pm AEDST on 02/04/2015 (“**Promotional Period**”).
5. To receive an entry into the draw, individuals must either:
 - i. hold a 2015 AFL membership with the Melbourne Football Club as their team of support as at 24th November 2014;
 - ii. hold a 2015 Melbourne Cricket Club/Melbourne Football Club dual membership as at 24th November 2014;
 - iii. hold a 2015 Melbourne Football Club Eligible Membership (as defined in clause 6) as at 24th November 2014; or
 - iv. purchase a new 2015 Melbourne Football Club Eligible Membership, 2015 AFL membership with the Melbourne Football Club as their team of support, 2015 Melbourne Cricket Club/Melbourne Football Club dual membership during the Promotional Period via one of the following purchase mechanics:
 - a) Online – visit <http://membership.melbournefc.com.au>, follow the prompts to either ‘Join’ (or ‘Renew’ if they held a Melbourne football club membership in the 2014 AFL season), select their preferred Eligible membership package, and follow the prompts to complete their purchase; or
 - b) Telephone – call 1300 336 667 during business hours and provide all the requested details and payment. Maximum cost of 1300 call is 55c. Calls from payphones and mobile phones may attract a higher rate.

- c) In person - at either the Demon Shop on Brunton Avenue, East Melbourne or purchase at any Melbourne Football Club event with a membership staff member and provide all the requested details and payment.
 - d) Through AFL Membership Services or MCC Membership Services – for 2015 membership with the Melbourne Football Club as the team of support or a 2015 Melbourne Cricket Club/Melbourne Football Club dual membership respectively.
- 6. 2015 Melbourne Football Club Eligible Memberships include all official 2015 Melbourne Football Club memberships, excluding Pet Memberships or any memberships where no financial contribution is made in order to become a member.
- 7. Multiple entries are permitted, subject to the following:
 - i. Only one (1) entry permitted per eligible membership held, renewed or purchased; and
 - ii. each entry must be made separately and in accordance with the entry requirements.
- 8. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, place of residence and membership status) 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.
- 9. Incomplete, indecipherable, inaudible, or illegible membership applications will be deemed invalid. Cancelled membership will also be deemed invalid.
- 10. 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.
- 11. If a 2015 Melbourne Football Club Eligible Membership is purchased as a gift, only the gift recipient will be entered into the prize draw.
- 12. The draw will take place at Anisimoff Legal, Suite 3, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 9/04/2015 at 4.00pm AEDST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by telephone within two (2) business days of the draw and in writing, their name will be announced in The Australian on 13/04/2015.
- 13. The Promoter's decision is final and no correspondence will be entered into.
- 14. The first valid entry drawn will win a 2014 Holden Barina Spark CD with manual transmission. Total prize value is up to AU\$13,437.20 RRP, including registration, compulsory third party insurance, stamp duty and dealer delivery

charges (which may vary State/Territory by State/Territory). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The Promoter may, at its absolute discretion, accommodate the winner's colour preference (including metallic options), subject to availability. The winner must collect the prize from their nearest authorised Holden dealership.

15. If the winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
16. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize by the time specified by the Promoter, then the prize will be forfeited.
17. If the 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.
18. Total prize pool value is up to \$13,437.20.
19. Prize is not transferable or exchangeable and cannot be taken as cash.
20. A draw for the prize, if unclaimed, may take place on 2/07/2015 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone within two (2) business days of the draw and in writing, and their name will be published in The Australian on 09/07/2015.
21. 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.
22. 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.

23. Any cost associated with accessing the Internet is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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.
25. 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.
26. 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) collection and/or use of the prize.
27. As a condition of accepting the prize, the winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
28. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. The Promoter will also use and handle personal information as set out in its Privacy Policy, which can be viewed at <http://www.melbournefc.com.au/privacy>. Entry is conditional on providing the requested personal information. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, or access, update or correct information to the Promoter

and direct any complaints regarding treatment of their personal information according to the Privacy Policy. All entries become the property of the Promoter. The Promoter will not disclose personal information to any overseas entity.

29. The Promoter is Melbourne Football Club Limited, Melbourne Cricket Ground, Great Southern Stand, Brunton Avenue, East Melbourne, VIC 8002, A.B.N. 27 005 686 902. Telephone: 03 9652 1111.

NSW Permit No. LTPS/14/08957, VIC Permit No. 14/5696, ACT Permit No. TP14/03961, SA Permit No. T14/2115