

TOURISM NT (ABN 17 435 764 236) GPO Box 1155, Darwin, NT 0801 ("the Promoter")
Melbourne Football Club ("the Promotion")

**Commencing Sunday 30th June 2013 at 9:00:01am Australian Eastern Standard Time (AEST)
and closing on Sunday 8th July at 11.59:59pm AEST ("Promotion Period")**

TERMS AND CONDITIONS

The following terms and conditions shall apply to the Promotion which is organised by Tourism NT ("the Promoter"). The Promoter is a government division of the Northern Territory of Australia ("NT") established pursuant to the Tourism NT Act located in the NT whose objectives include promoting and marketing the NT as a tourist destination. In consideration of you entering the Promotion you agree to the following.

1. How to Submit a Valid Entry
 - 1.1 You are eligible to enter if you:
 - 1.1.1 are a person who is an Australian Resident aged 18 years or over, who have an Internet connection capable of accepting cookies or other devices used by Tourism NT to track entries; and
 - 1.1.2 submit a Valid Entry (see below); and
 - 1.1.3 agree to the Terms and Conditions; and
 - 1.1.4 do not breach the Terms and Conditions; and
 - 1.1.5 are not an employee or immediate family member of an employee of the Promoter or an entity associated with the Promotion. 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.
 - 1.2 The only way to submit a Valid Entry is by entering through the Melbourne Football Club Website (www.melbournefc.com.au) and clicking on the link http://www.formstack.com/forms/melbournefc-darwin_dees.
 - 1.2.1 entering the "Watch the Dees Play in Darwin Competition" by answering the question 'For your chance to win this amazing trip, simply complete the form below and tell us in 25 words or less: Why are you the ultimate MFC fan wanting a tropical winter getaway to watch the Dees in the Top End?'; and
 - 1.2.2 providing your full name, mailing address including postcode, valid email address and valid phone number; and
 - 1.2.3 reading and agreeing to the competition Terms and Conditions
 - 1.3 You must not:
 - 1.3.1 tamper with the entry mechanism; or
 - 1.3.2 use scripting, an application or code to submit multiple entries; or
 - 1.3.3 manipulate the participation process or the entry mechanism adopted by Tourism NT (whether via website or the social media channel) for

accepting your entry and/or otherwise act unfairly or dishonestly or try to influence the draw by disruption, harassment, annoyance of employees/software of Tourism NT and/or the Promoter, the sponsors or other prize suppliers.

- 1.4 You must **not** submit an entry that:
- 1.4.1 contains invalid, incomplete or inaccurate information;
 - 1.4.2 contains a third party's work or a modification of a third party's work;
 - 1.4.3 contains unacceptable clothing, nudity, adornments or displays of commercial advertising;
 - 1.4.4 contains defamatory, offensive, harassing, threatening or intimidating statements or messages;
 - 1.4.5 invades the privacy or any other rights of any third party; or
 - 1.4.6 breaks any law.

In the event that such information provided is in breach of this conditions 4 and 5 above, such entry (whether a Valid Entry or not) will automatically be disqualified from the Promotion. 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.

2. Conditions of Entry

2.1 **You acknowledge and agree that:**

- 2.1.1 to the extent permitted by law, you indemnify the Promoter its agents and servants from any claim, loss, damage or damages whatsoever, including, but not limited to, economic, direct or indirect loss, or personal injury suffered or sustained in connection with, or arising from, this Promotion;
- 2.1.2 the Promoter does not warrant the accuracy of any information provided to you about the Promotion;
- 2.1.3 if requested, you must participate in editorial activities relating to the Promotion including, but not limited to, interviews, photographs, films or other recordings of the same for publication in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome) or in connection with winning or enjoying the prize and promoting any products manufactured, distributed and/or supplied by the Promoter, the sponsors or other prize suppliers as a result of this Promotion;
- 2.1.4 the Promoter may collect your personal information, including, but not limited to, your name, likeness, email address, picture and participation in editorial activities ("Personal Information");
- 2.1.5 you must inform the Promoter if your personal information changes during the Promotion Period;
- 2.1.6 you consent to the Promoter's privacy policy;
- 2.1.7 you consent to the Promoter disclosing, publishing and disseminating your Personal Information by any means including, but not limited to, in

websites, social media channels, broadcasts, other media coverage, blogs, photographs and videos;

- 2.1.8 you consent to the Promoter sending you emails from the Promoter for research, survey, competition and general promotion purposes;
 - 2.1.9 you grant the Promoter a worldwide, royalty free, perpetual, exclusive and irrevocable licence to use your entry for any purpose;
 - 2.1.10 you unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of your moral rights, or present and future rights of a similar nature, conferred by law anywhere in the world whether occurring before or after this consent is given ("Moral Rights");
 - 2.1.11 you waive all Moral Rights that arise outside Australia; and
 - 2.1.12 you will not start, continue or support any claim or proceeding for infringement of your Moral Rights or intellectual property rights.
- 2.2 The time of entry will be the time at which a Valid Entry is received online. You may receive a confirmation message that you have submitted a Valid Entry. The Promoter is not responsible if a Valid Entry is not received whether this is caused by a system difficulty or malfunction or any other reason. Further the Promoter shall not be liable for any loss, late arrival, delay, alteration, manipulation and/or misdirection of emails and/or data during data entry, logging, transmission and/or storage which are caused by external data networks, in particular the Internet or as the case may be the world wide web, external telephone lines and/or other participants' and/or third parties' hardware and/or software, nor for any incorrect, missing, interrupted, deleted or defective data. In particular, no liability is assumed by the Promoter if emails or data provided through the Promoter's website do not correspond with the requirements of the system and are consequently not accepted by the system. Further the Promoter, the sponsors or other prize suppliers are also not liable for any theft or destruction of the systems storing the data and/or storage media, unauthorised alteration and/or manipulation of the data in the systems and/or in the storage media by the participants or third parties, or any loss or damage incurred or suffered by the winner or the winner's family members in connection with the use of the prize/s.
- 2.3 If, for any reason, the Promotion is not capable of running as planned the Promoter reserves the right in its absolute discretion to take any action that is legally available to the Promoter to reschedule, change or cancel the Promotion.
- 2.4 The Promotion is not sponsored, endorsed or administered by Facebook or Twitter.
- 2.5 The Promotion is governed by the laws of the Northern Territory. You submit to the exclusive jurisdiction of the Northern Territory.
- 3.
- 3.1 Choosing a Winner in the Promotion shall be via the Internet after Tuesday 9th July at midnight. All entries for the Promotion must be submitted to the Promoter via the internet on or before Monday 8th July before midnight.
 - 3.2 The Promoter may, in its absolute discretion, disqualify an otherwise Valid Entry if, in the reasonable opinion of the Promoter, you have not complied with these Terms and Conditions or the entry process.
 - 3.3 Winners will be chosen by the Promoter in their absolute discretion.

- 3.4 The Promoter may select alternative winners to replace any subsequently disqualified winner or a winner who does not claim their prize ("Alternate Winners").
- 3.5 All decisions of the Promoter are final and no correspondence will be entered into by the Promoter.
- 3.6 Winners will be notified by email or phone before 8pm AEST Tuesday 9th July 2013 and names will be published by the Promoter as soon as reasonably practicable.

4. The Prize

- 4.1 The prize will include, 2 return flights from the nearest capital city, 2 nights' accommodation, tickets to the game & Melbourne pre-match function, plus MFC supporter pack including team signed Guernsey and MFC polo for both guests. As the prize is to watch the Rd 20 Darwin Match (Saturday 20th July), the winner must fly to Darwin on Friday 19th July and Fly home on Sunday 21st July. If the winner wishes to extend their trip, they may at their own cost.
- 4.2 The Prize is:
 - 4.2.1 not transferable, exchangeable or redeemable for cash;
 - 4.2.2 subject to any terms and conditions of the Promoter or any third party providers which the Prize Winner must agree to before accepting the prize;
 - 4.2.3 subject to the Prize Winner satisfying lawful health, behaviour, age and safety requirements and producing his/ her/ their identity cards when collecting his/her/their prize (which should match in all respects the information provided in the Valid Entry); and
 - 4.2.4 exclusive of any additional costs and liabilities incurred by the Prize Winner that are not expressly stated as forming part of the Prize including, but not limited to, spending money, meals, taxes, additional travel, personal, property & health insurance, transport to and from departure point, items of a personal nature, in-room charges, losses, damages, claims, legal costs and increased personal taxation liabilities ("Additional Costs and Liabilities").
- 4.3 You must pay and incur all Additional Costs and Liabilities. The Promoter, its agents and servants are not liable for any Additional Costs and Liabilities. You indemnify the Promoter for any Additional Costs and Liabilities you incur.

5. General

- 5.1 The Promoter reserves the right to amend these Terms and Conditions of the Promotion without giving any prior notice to You.
- 5.2 Should any provision of these Terms and Conditions of the Promotion be held to be unenforceable under the applicable law, such provision shall be deemed severed from these Terms and Conditions of Participation, without affecting the enforceability or validity of the remaining provisions, which shall continue in full force and effect.
- 5.3 Disclaimer of Warranties
- 5.4 This site is provided on an "as is, as available" basis. You agree to assume total responsibility and risk for your use of the site (where these terms appear) and the content and for evaluating the accuracy, completeness and usefulness of all

content. Tourism NT makes no express or implied warranties, representations or endorsements whatsoever with respect to the site or the content. Tourism NT expressly disclaims all warranties of any kind, express implied, statutory or otherwise, including, but not limited to, implied warranties or merchantability, fitness for a particular purpose, title and non-infringement with regard to the site. The services provided by Tourism NT and the content.

- 5.5 Tourism NT does not warrant that the functions performed by the site will be uninterrupted, timely, secure or error-free, or that defects in the site will be corrected. Tourism NT does not warrant the accuracy or completeness of the content, or that any errors in the content will be corrected. The site and the content are provided “with all faults” on an “as is” and “as available basis”
- 5.6 Limitation of Liability - to the greatest extent permitted by applicable law, Tourism NT will not be liable for any loss or damage arising either directly or indirectly from any use or inability to use the site or the content. You understand and agree that under no circumstances will Tourism NT be liable for any damages whatsoever, including but not limited to (i) any direct, indirect, incidental, consequential, or exemplary damages arising out of the use of or inability to use the site or the content (ii) any claim attributable to errors, omissions, or other inaccuracies in the site or the content, (iii) Unauthorised access to or alteration or your transmission of data, (iv) statements or conduct of any third party on the site or the service or (v) any other matter relating to the site or the content, even if Tourism NT has been advised of the possibility of such damages.
- 5.7 If you are dissatisfied with the site, the content or the terms and conditions, your sole and exclusive remedy is to discontinue using the site.
- 5.8 To the extent permitted by law, Tourism NT excludes all liability for any loss or damage whatsoever (including but not limited to physical and psychological injury, and loss or damage to property of whatever nature) that may arise in connection with the offer or supply of goods and services through Tourism NT or any third parties, or in connection with supply of such goods or services.