## NORTH MELBOURNE FOOTBALL CLUB LIMITED "BOX ON - KICK FOR A CAR" PROMOTION

## TERMS AND CONDITIONS

- 1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- The Promoter is North Melbourne Football Club Limited 204 206 Arden Street North Melbourne VIC 3051 (Mailing address: PO Box 158, North Melbourne, VIC 3051). A.B.N. 21 006 468 962
- 3. 2013 North Melbourne Football Club Senior Listed Players are ineligible to make a donation and represent themselves in this promotion.
- 4. The Promoter reserves the right, at any time, to verify the validity of entries and donors (including a donor's identity, age and place of residence) and to disqualify any donor who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5. Promotion commences at 9:00am on 26/07/13 and ends at 12:00pm on 18/08/13. The winner will be published on nmfc.com.au on 19/08/13. The Promoter's decision is final and no correspondence will be entered into.
- 6. The opportunity to participate in this promotion is available to all people aged 18 years or older who make a donation to the North Melbourne Football Club by 12:00pm on 18/08/13.
- 7. In the event less than 100 people make a donation by 5pm on 16/8/13 and are eligible to compete in the Box On Kick for a Car competition, North Melbourne Football Club may cancel the competition. In the event this occurs, donors will receive a full refund. Donors will be notified via email, SMS and via nmfc.com.au
- 8. Upon making a donation to the North Melbourne Football Club, donors will be granted the opportunity to Kick for Car on the following basis:
  - Donation of \$50 1 kick by the donor
  - Donation of \$100 3 kicks by the donor
  - Donation of \$100 1 kick by a North Melbourne Player
  - Donation of \$250 3 kicks by a North Melbourne Player
- 9. Donors who are eligible to compete in the Box On Kick for a Car competition are able to make further donations on the day of the competition to qualify for further kicks. The opportunity to make further donations to have further kicks we be available for 5 minutes after the final kick in the first round of the competition. Donors will be advised of the completion of 5 minutes. No donations will be accepted after this point.
- 10. The Box On Kick for Car promotion will take place at North Melbourne Football Ground, 204-206 Arden Street, North Melbourne, 3051 at 12:00pm on 18/08/13.
- 11. Donors or a representative of the donor must report to the Box On Kick for a Car registration desk at North Melbourne Football Ground, 204-206 Arden Street, North Melbourne, 3051 by 11:45am on 18/08/13 where they will be advised of their kicking order position. Failure to report to the registration desk by this time may result in disqualification from the promotion.
- 12. Donors who are eligible to have a player kick for them will need to nominate one of the following players to represent them in the Box On Kick for a Car competition: Lindsay Thomas, Robbie Tarrant, Drew Petrie, Aaron Black, Ryan Bastinac, Daniel Wells

- 13. In the event one of the listed players in condition 12 is unable to represent a donor, a senior listed North Melbourne Player who played in North Melbourne's round 21 game against Essendon will be substituted in to represent the donor.
- 14. In the event one of the donors is unable to represent themselves, they are able to nominate another person (other than a senior listed North Melbourne Football Club player) to represent them in the Box On Kick for a Car promotion.
- 15. Each of the 6 listed North Melbourne players can only represent a maximum of five (5) donors. These will be allocated on a first come first served basis. Each donor can only have one (1) player represent them during the promotion and for a maximum of 3 kicks. There is no limit to the number of kicks an individual can have as long as they have made a donation as per condition 8.
- 16. The Kick for a Car promotion will require each donor or their nominated North Melbourne Player to kick an AFL Sherrin Leather Match Day Football from the middle edge of the centre square and aim to have the football land and remain in one of two wheelie bins which will be placed in the centre of the ground (the front of the wheelie bins will be 25 metres from the point where the football was kicked from)
- 17. For a kick to be considered successful, the football must land in one of the wheelie bins on the full and remain in one the wheelie bins.
- 18. Donors must kick from within a designated area which will be clearly marked on the day of the competition and they will have up to 30 seconds to complete each kick. Failure to kick from within this area or taking longer than 30 seconds for each kick will result in the kick being considered unsuccessful.
- 19. In the event a donor who has purchased multiple kicks successfully meets condition 17 with a kick prior to their final kick, the donor can continue to have their remaining kicks. Any subsequent kick that successfully meets condition 17 will also qualify for the tie breaker round should it be required.
- 20. The wheelie bins being used are 240 litre bins. The dimensions of each wheelie bin are approximately 995mm high x 570mm wide x 740mm deep. The two wheelie bins will be placed side by side during the competition.

In the event only one (1) donor successfully meets condition 17, they will be declared the winner of a Mazda3 SP20 Skyactiv valued at up to \$31,510 including on-road costs, registration and compulsory insurance. Any costs in excess of the value of the car (including any vehicle model upgrades or optional extras requested by the winner, if permitted by the promoter in its absolute discretion), are the sole responsibility of the winner.

- 21. In the event more than one (1) donor successfully meets condition 17, a tie breaker competition will be held amongst all of the donors (or their nominated North Melbourne Player) who successfully met condition 17.
- 22. In the event no donor successfully meets condition 17, a tie breaker competition will be held amongst all of the donors (or their nominated North Melbourne Player).
- 23. In the event a donor who purchased multiple kicks successfully meets condition 17, the donor will only get one (1) kick in the tie breaker round. Should they have multiple kicks that successfully meet condition 17, they will be granted one (1) kick for each successful kick in the first round of the competition.
- 24. The tie breaker competition will require each donor or their nominated North Melbourne Player to kick a AFL Sherrin Leather Match Day Football from the middle edge of the centre square and aim for the football to stop as close as possible to the centre of the ground which will be marked with a white square (25 metres from the point where the football was kicked from)

- 25. After each kick the distance from the centre of the ground to where the football stopped will be measured and recorded against the donor. The measurement will be from the centre of the ground to the closest part of the football. In the case where the football stops further than 1.55 metres from the centre of the ground, the kick will be considered unsuccessful and won't be measured. This process will take place for all remaining donors when condition 21 or 22 is met.
- 26. In the event two or more donors have their football touching the marked centre of the ground or partially overlapping the marked centre in the tie breaker round, a second tie breaker round will be required to separate the donors that meet this condition. The second tie breaker round will be exactly as per condition 24.
- 27. The donor with the closest recorded distance from the centre of the ground will be declared the winner of a Mazda3 SP20 Skyactiv valued at up to \$31,510 including on-road costs, registration and compulsory insurance. Any costs in excess of the value of the car (including any vehicle model upgrades or optional extras requested by the winner, if permitted by the promoter in its absolute discretion), are the sole responsibility of the winner.
- 28. If for any reason a winner does not take a prize or an element of a prize at the time stipulated by the Promoter, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
- 29. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion, subject to any written directions from a relevant regulatory authority.
- 30. 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.
- 31. The car will be available as agreed between the promoter and the winner but the ownership certificate will be delivered within 28 days of the competition.
- 32. Total prize pool value is up to AU\$31,510.
- 33. Donors consent to the Promoter using the donor's 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 34. 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 donor; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 35. Liability for any tax (other than FBT) arising out of participation in this promotion (including acceptance of a prize) is the sole responsibility of the donor. Donors should seek independent financial advice in this regard.
- 36. 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: (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 donor; or (f) use of any prize.