

## Mazda Millionaire

### Terms and Conditions

1. Information on how to enter and the prizes 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 and visitors to the NMFC website. All current Professional, Semi Professional, Ex Professional AFL players are excluded from taking part. If one is chosen then a re-draw will be conducted for an eligible Participant. Any person who has coached an AFL team in 5 years prior to selection is also to be excluded. All promotional activity takes place in Victoria.
3. Promotion commences at 13/06/2019 and ends at 23/07/2019 ("Promotional Period"). All times indicated in these Terms and Conditions are in AEST.
4. Employees (and their immediate family members) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family members 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 1<sup>st</sup> cousin.
5. To enter for the major prize, eligible individuals must, visit [nmfc.com.au/mazda-millionaire-2019](http://nmfc.com.au/mazda-millionaire-2019), follow the prompts to the promotion entry page, input all of the requested details including answering "In 25 words or less, tell us what you would do with a \$1 million and why?" and submit the fully completed entry ("Entry") for judging.
6. Only one (1) Entry permitted per person. By submitting an Entry, individuals will be signing up to the Promoter's database and shared only with North Melbourne Football Club and Mazda and agree for their information to be used in accordance with clause 24.
7. All valid entries received during the Promotional Period as applicable at time of Entry, will be judged by the North Melbourne Football Club. The best Entry as deemed by the judge(s) based on the skill of the Entry and answering the questions will be awarded the chance to win the major prize. Judging will take place at North Melbourne FC 204-206 Arden St, North Melbourne VIC 3051 on **23/07/2019**.
8. **First Prize:** Part of the winning entry deemed by the judges will win that entrant ("Participant") the major prize consisting of:
  - Two (2) return economy airfares from the winner's nearest capital Australian city to Melbourne, VIC (only included if the winner resides out of VIC). If the winner resides in VIC, then the airfare component of the prize will not be included and will not be redeemable for cash. The competition winner and their one (1) guest must depart from and return to the same capital city.
  - One (1) night's accommodation at accommodation located within the Melbourne CBD for the winner and one (1) guest, with check in on 02/08/2019 and check out on 03/08/2019;
  - Two (2) reserved seat tickets to the Round 20 match between North Melbourne v Hawthorn on 02/08/2019 at Marvel Stadium.
  - The ability to play a game ("the Game") for the chance to win either a Mazda 3 or \$1,000,000 in a contingency game as outlined in clause 10 at quarter time of the Round 20 match between North Melbourne v Hawthorn on 02/08/2019 at Marvel Stadium.
9. **The Contingency Game:**
  - i. The game will take place on Saturday 2 August 2019 at Marvel Stadium, Melbourne at quarter time. Any and all costs associated with attending the Game are the sole responsibility of the

Participant. If the Participant cannot attend the Game, or is unable to participate in the contingency game, or in the event the Promoter has not been able to contact the Participant before the start of the Game, a proxy will be appointed to play the Game on the Participant's behalf. The proxy must be accepted prior to the game by the Underwriter.

- ii. The game will be conducted a quarter time of the Round 20 North Melbourne v Hawthorn 2019 AFL Premiership season as follows: there will be as follows, sealed non tamper proof envelopes on display at the start of the Game. One (1) envelope will contain a number from 1 -100 representing the chance to kick for \$1,000,000. If the Participant's Selected Envelope contains the exact number selected by the winner, subject to verification by the judge, the Participant will a chance to win \$1,000,000 in the contingency game outlined in clause 10iii. If the Participant's Selected number does not match then, the Participant will have a chance to win a Mazda3 in the contingency game as outlined in clause 10iv.
- iii. **Kick for a \$1,000,000:** The Participant will have one (1) attempt to kick - using a drop punt - a regulation sized football from a distance nominated by the insurance representative and hit a prior nominated goal or point post to win \$1,000,000. No practice or warm up shots will be allowed and all current Professional, Semi Professional, Ex Professional AFL players are excluded from taking part. If one is chosen then a re-draw will be conducted for an eligible Participant. Any person who has coached an AFL team in 5 years prior to selection is also to be excluded.
- iv. **Kick for a Mazda3:** The Participant will have one (1) attempt to kick - using a drop punt - a regulation sized football from a distance nominated by the insurance representative and hit a prior nominated goal or point post to win a Mazda3. No practice or warm up shots will be allowed and all current Professional, Semi Professional, Ex Professional AFL players are excluded from taking part. If one is chosen then a re-draw will be conducted for an eligible Participant. Any person who has coached an AFL team in 5 years prior to selection is also to be excluded.
- v. Once the Participant's foot makes contact with the ball, until the kick is complete, the ball must not touch anything other than the nominated goal or point post.
- vi. If the ball hits the nominated post on the full, then subject to verification by the independent judge, the Participant will win the prize pre-determined in the contingency game.
- vii. If the Participant is successful in the contingency game for the \$1,000,000 the Participant will win \$1,000,000, payable within 60 days via EFT. If the Participant does not hit the nominated post on the full, the Participant will receive a consolation prize as outlined in clause 10ix.
- viii. If the Participant is successful in the contingency game for the Mazda3 the Participant will win a Mazda3 G20 Pure Hatch in Deep Crystal Blue valued from \$29,237. The Prize does not include any type of insurance, any other accessories or any other associated costs not specified in this clause. As the Prize does not include comprehensive insurance, the winner is advised to arrange their own insurance prior to collection of the vehicle. If the Participant does not hit the nominated post on the full, the Participant will receive a consolation prize as outlined in clause 10ix.
- ix. **Consolation Prize:** If the Participant does not hit the nominated post on the full, the Participant will receive a consolation prize which consists of:
  - One (1) 2019 team signed North Melbourne adult home guernsey

- One (1) North Melbourne bar scarf
  - One (1) North Melbourne New Era Beanie
  - One (1) 2019 North Melbourne AFL Size 5 Sherrin Football.
- x. An independent loss adjustor will supervise each draw via video conference or in person and the draw will be videoed in a continuous and unaltered digital file. The loss adjuster's decision is deemed final. No correspondence will be entered into.
11. 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.
12. Total prize pool valued at \$1,031,063.
13. The Promoter will hold the Prize for two (2) days after the applicable draw. Should the Prize winner not claim the Prize within that time, with reasonable efforts having been made by the Sponsor and Promoter to contact the Prize winner, the Sponsor and Promoter will conduct an 'unclaimed Prize draw' at 10am AEST on 25/07/2019 at the same location as the original draw. The unclaimed Prize draw winner will be contacted by phone and email by the Promoter within one (1) business day of the draw.
14. Prizes, or any unused portion of a prize, are not transferable or exchangeable for any other prize, and cannot be taken as cash, unless otherwise specified.
15. Incomplete or indecipherable entries will be deemed invalid.
16. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
17. 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.
18. Entrants consent to the Promoter (and its clients the NMFC and Mazda) 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.
19. 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.
20. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

21. 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 and any other parties associated with this promotion (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.
22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and any other parties associated with this promotion (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 tax liability incurred by a winner or entrant; or (e) taking/use of and/or participation in a prize.
23. As a condition of accepting the prize, the winner may be required to sign legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
24. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at [www.nmfc.com.au/privacy](http://www.nmfc.com.au/privacy). The Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. This promotion uses the Instaprize property under agreement. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless specified otherwise, the Promoter may disclose entrant's personal information to any entity outside of Australia (see Promoter's Privacy Policy for details).
25. The promoter is Loyalty.com.au ABN 58100 808991 as agent for North Melbourne Football Club, 204 - 206 Arden Street, North Melbourne, 3051, ABN 21 006 468 962 ("Promoter").