

Brand Tasmania - "e-Friend – NMFC PROMOTION

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 open to Victorian, Western Australian and Tasmanian residents aged 18 years or over at the time of entry. Employees (and their immediate families) of the Promoter, North Melbourne Football Club (NMFC) 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.
3. Promotion commences on 12/05/15 and ends at 9.00am AEST on 26/05/15 ("**Promotional Period**").
4. To enter, individuals must complete the following steps during the Promotional Period:
 1. Visit the Brand Tasmania home page at <http://www.brandtasmania.com/subscribe/> or competition article at <http://www.nmfc.com.au>
 2. Complete the "Join Us – Become an e-Friend" form on the Brand Tasmania page by inputting a valid email address, name, state of residence and confirming if they are a NMFC member; alternatively filling in the form on the NMFC website competition article.
 3. Activate their subscription, by responding to the follow-up email received after initial subscription application via the Brand Tasmania website or NMFC website.
 4. Submit the initial and follow-up information so that the complete subscription is activated by 9.00am AEST on 26/05/15.
5. Only one (1) entry is permitted per person.
6. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age, NMFC membership number, and place of residence) 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 will 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.
7. Incomplete or indecipherable entries will be deemed invalid.

8. 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.
9. The winner will be notified by email.
10. This is a game of chance and the winner will be randomly drawn.
11. There will be a single winner who wins the following:
 1. Either:
 - (a) return economy class airfares for two people to Hobart from Melbourne or Perth departing June 6 and returning June 8; or
 - (b) a twin cabin on the Spirit of Tasmania TT Line ferry departing June 5 from Station Pier in Port Melbourne to Devonport Tasmania. Return trip is from Devonport to Station Pier on June 8. Winners will need to bring their own car to travel from Devonport to Hobart and return. A fare for a standard vehicle is included (vehicle only – no caravan, camper or trailer)

The return date can be extended if agreed to by the Promoter.
 2. Accommodation for two nights twin share in Hobart at a hotel nominated by the Promoter.
 3. Dinner for two nights at a restaurant nominated by the Promoter to the value of \$150 each night.
 4. Breakfast for two mornings at a café or hotel nominated by the Promoter to the value of \$50 each morning.
 5. An optional cruise for 2 on Pot Cruises of 2½ hours in duration visiting Australia's oldest lighthouse and including a circumnavigation of Betsey Island.
12. Winners must be available to travel to Tasmania during the period June 5-8 and attend the NMFC game versus West Coast Eagles on June 7 2015 at Bellerive Oval Hobart, Tasmania.
13. The Promoter may select additional reserve entries and record them in order in case of an invalid entry or ineligible entrant.
14. The Promoter's decision is final and no correspondence will be entered into.

15. If for any reason a winner does not redeem the prize (or an element of the prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. If the prize (or part of the 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.
17. Total prize value is up to \$3500.
18. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified by the Promoter.
19. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings, images and answers to promotional questions ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that.
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content; and
 - (d) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

20. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
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) to modify, suspend, terminate or cancel the promotion, as appropriate.
23. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
24. 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 (2010)*, as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 or similar consumer protection laws in the State 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.
25. 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) use/taking of a prize.
26. As a condition of accepting the prize, the winner (and his/her companion) 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. In the event a winner's companion is under the age of 18, a nominated parent/legal guardian of such person will be required to sign the legal documentation required under this clause on their behalf.

27. 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. Participation 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 <http://www.brandtasmania.com/privacy/>. 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 PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the individual. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their PI, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All registrations become the property of the Promoter.
28. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php.
29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
30. The Promoter is Brand Tasmania, GPO Box 957, Sandy Bay, Hobart, Tasmania 7006. ("**Promoter**").