TERMS AND CONDITIONS

Club Sponsor Competition – Anytime Fitness

Entry Details:

- This competition is open to VIC Only
- You must be 18 years of age or older to enter this competition.
- To enter the Anytime Fitness win a North Melbourne signed guernsey and 12-month gym membership competition, fill out and submit a competition entry form between 12:00pm July 9, 2018 and 11:59am July 16, 2018.
- By filling out and submitting your entry form, you will go into the draw to win:
 - 1 (one) x North Melbourne signed guernsey
 - 1 (one) x 12-month membership to any Victorian Anytime Fitness gym
- Entries close at 11:59am July 16, 2018.
- There will be one (1) winner drawn at the end of the Promotion Period, totalling one (1) prize winner
- Winners will be announced on each of the Promoter's website and the Sponsor's website and will be contacted personally by the Sponsor.

See full terms and conditions of the competition below.

Full Terms and Conditions of Entry:

- 1. The "Entry Details" and any other information provided on how to enter the Competition form part of these Conditions of Entry. Your entry into the Competition is deemed acceptance of these Conditions of Entry.
- The promoter of the Competition is the North Melbourne Football Club Limited ABN 21 006 468 962 of 204-206 Arden Street, North Melbourne, Victoria 3051 (**Promoter**). The Promoter has agreed with the Sponsor to assist in the promotion of the Competition only. The Promoter is not liable for any aspect of the management of the Competition or the Prize.
- 3. The sponsor of the Competition is Anytime Fitness Australia Pty Ltd (ABN: 11 131 035 491) of Level 2, 71 Longueville Rd, Lane Cove, NSW 2066 (**Sponsor**).
- 4. By entering this Competition, you agree to hold harmless the Promoter and the Sponsor in respect of the general running and management of the Competition and any aspect of the Prize and the Promoter or the Sponsor will not be liable for any claim, loss or damage in this respect.
- 5. The Club Sponsor Competition (win a North Melbourne signed guernsey and 12-month gym membership competition) commences at 12:00pm AEST on 9/07/2018 and closes at 11:59am AEST on 16/07/2018 (Promotion Period). Neither the Promoter or the Sponsor take any responsibility for late, lost or misdirected entries due to trade disruptions, human error, or for any other reason. Incomplete, illegible or incomprehensible entries will be deemed invalid.
- 6. *How to enter:* During the Promotion Period, access an entry form to the Competition at https://north-melbourne-football-club.apps.umbel.com/d09/win-a-north-melbourne-signed-guernsey-and-gym-membership-competition Complete the entry form with the required details

as stated on the entry form and submit your form as directed. By correctly submitting your form without error, you will be placed into a random draw to win the Prize.

- 7. In order to be eligible: Entries must be received by the Sponsor and Promoter during the Promotion Period. Entry forms which are not received within the Promotion Period are ineligible to win the Prize and will be automatically disqualified. Entries must be submitted in accordance with these Conditions of Entry and provide an entrant's name, email and contact telephone number. Only one (1) entry per person is permitted. Directors, management and employees of the Sponsor or Promoter and their immediate families, and associated companies, consultants, suppliers and agencies associated with this promotion, are not eligible to enter the Competition.
- 8. One winner will be drawn at the end of the Promotion Period totalling one (1) Prize winner. The winner will be announced via each the Promoter's website (and will be published for at least 28 days).
- 9. The Sponsor will hold the Prize for one day 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 20/07/2018 at the same location as the original draw. The unclaimed Prize draw winner will be contacted by email by the Sponsor within one (1) business day of the draw.
- 10. The Prize consists of:
 - 1 (one) x North Melbourne signed guernsey (\$500.00)
 - 1 (one) x 12-month membership to any Victorian Anytime Fitness gym (\$1050.00)

Total RRP value of the Prize is AUD \$1,550.00

- 11. The Prize must be taken as offered, is not exchangeable or transferrable and cannot be redeemed for cash. In the event that the Prize, or any part of it, is unavailable, the Sponsor reserves the right to substitute a prize of equal or greater value. Prize values are the recommended retail value at the time of publication of these Conditions of Entry. No responsibility is accepted for any variation in the value of the Prize. Any incidental costs relating to the Prize are the responsibility of the Prize winners.
- 12. The Competition is a game of chance. One (1) Prize draw will take place at the Promoters Address: 204 – 206 Arden Street, North Melbourne VIC 3051 at the end of the final day of the Promotion Period (being 16/07/2018). The Promoter and Sponsor's decision in relation to any aspect of the Competition is final and binding on every entrant. No correspondence will be entered into.
- 13. The Sponsor and the Promoter reserve the right to announce or publish the winner's names for publicity purposes. The winners will be published on the Sponsor's and/or the Promoter's websites and details may also be published on the Sponsor's and/or the Promoter's social media accounts. The winner acknowledges and consents their name may be used for advertising or marketing purposes by the Sponsor. The Sponsor and/or Promoter may send you future promotions of their goods or services. The winner's personal information may be disclosed to State/Territory regulatory departments and published as required by the relevant legislation regulating trade promotions.
- 14. If an entrant is under the age of 18, their entry form is void and the entrant is not eligible to win the Prize.
- 15. The Sponsor and Promoter reserves the right to verify the validity of entries and entrants (including proof of identity, age and residency). The Sponsor and Promoter may, in its sole discretion, disqualify any entry which in the opinion of the Sponsor includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers

with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the Sponsor's opinion, engaged in conduct in entering the Competition which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Sponsor or the Promoter. In the event that a winner is disqualified and has been awarded a Prize, that entrant may be required to return the Prize or reimburse the value of the Prize to the Sponsor.

- 16. The Prize shall be provided to the Prize winner by post within 10 working days after the end of the competition. Any loss or damage of the Prize in the delivery or collection of the Prize is not the responsibility of the Sponsor or the Promoter. In the event of loss or damage of the Prize in these circumstances, the Sponsor may, in its absolute discretion, replace the Prize, or that part of the Prize which is damaged.
- 17. Neither the Promoter nor the Sponsor make any representations or warranties as to the quality, suitability or merchantability of any goods or services offered as the Prize. To the extent permitted by law, neither the Promoter or the Sponsor, nor their employees and agents, are liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter or the Sponsor or their employees or agents, in connection with the Competition or the supply, or the arrangement for the supply, of goods and services by any person to the Prize winner and, where applicable, to any persons accompanying the Prize winner. This clause does not affect any rights a consumer may have which are unable to be excluded under Australian law. To the fullest extent permitted by law, any liability of the Promoter or the Sponsor or their employees or agents for breach of any such rights is limited to the payment of the costs of having the Prize supplied again.
- 18. The personal information collected as part of the entry is collected to enable identification of the winners and for marketing and promotional purposes. In addition to any required disclosures referred to in these Conditions of Entry, your personal information will be disclosed to the Sponsor and its related bodies corporate for these purposes. The Sponsor may disclose your personal information to other companies for the purpose of facilitating the delivery of Prizes to winners. No other use of this information will be made without your consent. If you do not provide your personal information, the Sponsor will not be able to enter you into the Competition. Information in relation to how we collect, store and use your personal information can be found at http://www.nmfc.com.au/privacy and https://www.anytimefitness.com.au/privacy/. If you would like details of the personal information held by the Promoter or Sponsor about you, or if you would like such information corrected, you can write to the Promoter at the address stated above or at info@nmfc.com.au and the Sponsor at customerservice@anytimefitness.com.au
- 19. If for any reason any aspect of the Competition is not capable of running as planned, including but not limited to trade interruption or any cause beyond the control of the Promoter and/or the Sponsor, the Promoter and/or the Sponsor may in its sole discretion cancel, terminate, modify or suspend the Competition.
- 20. You acknowledge and accept that the Promoter's role is a facilitator to promote the Sponsor and the Sponsor's Competition. The Promoter is not liable for any aspect of the Prize or any arrangements made between the Sponsor and the Prize winner. You hold the Promoter harmless in every respect in connection with the Prize and the Sponsor's actions in connection with the Competition.
- 21. This Competition is governed by the laws of Victoria. All entrants submit to the jurisdiction of the courts of Victoria.