

PORT ADELAIDE 'YOUR 22' 2019 COMPETITION – TERMS AND CONDITIONS

ENTRY

1. This document contains the terms and conditions of entry ("these Terms") into the Port Adelaide 'Your 22' 2019 Competition ("Promotion"). Entry into this Promotion is deemed acceptance of these Terms.
2. The Promoter is Port Adelaide Football Club ("Power") ABN 49068839547 of Brougham Place, Alberton, SA, 5014 ("Promoter").
3. The Promotion will be open from 9:00 am on Monday March 18, 2019 and will continue until the last team selection announcement of the Home and Away Season, which will be no later than 6:00 pm on Thurs 22 August 2019 ("Promotion Period"). All times in these Terms are expressed as the local time in Adelaide, South Australia.
4. Entry is open to all people excluding employees of the Promoter and other agencies, firms or companies associated with this Promotion, and their immediate families. 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. Non-Australian residents, and residents in the ACT will not be eligible for prizes.

DEFINITIONS

5. In these Terms, the following meanings apply in addition to terms which are defined elsewhere in these Terms unless the contrary intention appears:
 - "**Entrant**" means a person who is eligible to participate in and has submitted an entry into this Promotion in accordance with these Terms.
 - "**Judging Location**" means the premises located at Allan Scott Power Headquarters, Brougham Place, Alberton, SA, 5014.
 - "**Late Change**" means when a player announced by the Promoter in Team Selection to play in a Match is removed from the Team and replaced by a different player prior to the commencement of the Match.
 - "**Match**" means a single game of AFL Football, which is conducted during the Season;
 - "**Round**" means one of the 23 rounds consisting of Matches conducted during the Home and Away Season.
 - "**Home and Away Season**" means the 23 home and away rounds of Matches in the Season.
 - "**Season**" means the 2019 Toyota AFL Premiership Season.
 - "**Team**" means the final 22 Port Adelaide players announced by the Promoter to play in each Match.
 - "**Team Selection**" means the official announcement by the Promoter listing the Team for the upcoming Match. Team Selection occurs at 6:00 pm on Thursday night for Friday & Saturday Matches, or at 4:00pm on Friday for Sunday Matches.
 - "**Platform**" means the Your 22 game, accessible on the internet through the Official Port Adelaide Football Club App.

ENTRY CONDITIONS

6. To register for the Promotion Entrants must during the Promotion Period:
 - a. register their details via the on-line registration form located on the Your 22 Platform and provide all required information; and
 - b. opt-in to subscribe to Port Adelaide email communications including Port Adelaide Football Club football news unless previously subscribed (in which case the subscription will carry over) in accordance with the Port Adelaide Football Club Privacy Policy.
7. The Promoter reserves the right not to accept a registration for any Entrant or to disqualify an Entrant if the Promoter considers that the registration contains anything defamatory or is otherwise inappropriate. There is a limit of one entry per person per Round and any person submitting more than one entry per Round will not be eligible to win a prize in the Promotion.
8. An Entrant may only register as an individual.
9. Entrants will have the opportunity, in respect of each Match in each Round of the Season, to:
 - a. submit an entry guessing the Team that will be named for Port Adelaide the upcoming Match
 - b. submit those selections via the Platform (selections for must be submitted prior to 6:00 pm on the Thursday before each Match). Each Entrant can only submit one entry per Match.
10. An Entrant may make or change the players selected for a given Match:
 - a. at any time prior to submitting their entry, and
 - b. at any time prior to 6:00 pm on the Thursday before each Match, subject to these Terms.

ROUND PRIZE

11. An entry will be considered correct if all 22 players selected match the Team announced at Team Selection for that Round.
 - a. Entrants do not need to select players in the same position as Team Selection to be considered correct.
 - b. Late Changes will not be considered when determining if an entry is correct.
12. The Entrant with the correct entry for each respective Round during the Home and Away Season will be the winner of the Weekly Prize for that Round. The winner will be contacted by the club within seven (7) days of the end of the respective Round.
13. If there are two or more Entrants with correct entries, then the Weekly Prize for that Round will be awarded to the tied Entrant who submitted their entry first.
14. The winner of each Weekly Prize will be determined at the Judging Location by Tuesday at 2pm following the Round. Beginning on 26 March 2019 (Round 1). Each winner will be notified by email within seven (7) days of the end of the respective Round. Winners from Round 1-6 will receive their prize within 14 days of the end of Round 6. Winners from Round 7-12 will receive their prize within 14 days of the end of Round 12. Winners from Round 13-18 will receive their prize within 14 days of the end of Round 18. Winners from Round 19-23 will receive their prize within 14 days of the end of Round 23.
15. The winner of each weekly prize will receive from the Promoter a gift card for one (1) \$100 gift card to be used on the Port Store online shop (run by Infinite Retail). This gift card will not be able to be used in-store at the Port Store, Alberton.

16. An Entrant that has won a Weekly Prize for a previous Round of the Season will be eligible to win a Weekly Prize again.
17. The total value of the Weekly Prize pool is \$2,200 (inc GST) based on one winner per week for 22 Matches.
18. Each Weekly Prize winner will receive an email to claim their prize. In the event that any Weekly Prize has not been claimed within three months of being notified, the winner forfeits their prize and the Weekly Prize will be awarded to the Entrant who would be the winner had the original winner been excluded from winning, as judged at 5:00 pm at the Judging Location on the next business day being three months and one day after the relevant judging time, subject to any written directions given by State gaming departments. This prize winner will be contacted in writing within 2 days.

MINORS

19. If an Entrant is under 18 years of age, they must have their parent or guardian's consent to enter the Promotion. The Promoter reserves the right to request this consent in writing. If consent in writing is requested, the winner's nominated parent/legal guardian will be required to include the words "in consideration of the Port Adelaide Football Club agreeing to admit the Entrant into this Promotion, [name of Parent or Guardian] agrees to be bound by the terms of entry into the Promotion" in such written consent.
20. If a prize winner is under the age of 18 years of age, the prize will be awarded to the winner's nominated parent or legal guardian on behalf of the winner.
21. Minors may use prizes (where prizes are available for use by a minor), but they must have consent from their parent or legal guardian (which the Promoter may request in writing).

GENERAL

22. Submissions by Entrants have no bearing on the Team announced by the Promoter at Team Selection each Round.
23. If so requested by the Promoter, all prize winners (and their parents or legal guardians if they are under 18 years of age) and any companion who will participate in the prize are required to sign the Promoter's release and indemnity form in favour of the Promoter and return the document to the Promoter prior to taking their prizes.
24. 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 to disqualify any Entrant who submits an entry that is not in accordance with these Terms or who tampers with the entry/registration process. 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 right.
25. 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.
26. If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
27. The total prize pool for this promotion is valued at up to \$2,200 (inc GST). All prices and values in these Terms are stated in Australian dollars and are inclusive of GST.
28. Unless expressly stated otherwise, the winner of a prize in this Promotion is not excluded from winning another prize as part of this Promotion. All Entrants will be considered in the judging for prizes in this Promotion whether or not they have won another prize in this Promotion.
29. Prizes are not transferable or exchangeable and cheques will be not negotiable.

30. Judging of all prizes will be conducted by a representative of the Promoter.
31. The Promoter's decision for all prizes in this Promotion is final and binding and no correspondence will be entered into.
32. Incomplete, indecipherable and incorrect entries/registrations or entries/registrations containing offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
33. It is a condition of taking a prize that the winner must, if requested to do so by the Promoter, sign and return documents relating to their eligibility to enter (including ownership of entry), statement of compliance with relevant terms and conditions and/or a release of the Promoter's liability in taking prizes.
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, 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.
35. The Promoter accepts no responsibility for any entries or registrations not received for any reason during the Promotion. Registrations, entries and tips will be deemed to be accepted at the time of receipt and not at the time of transmission. No responsibility will be taken for lost, late or misdirected registrations or entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.
36. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value, subject to any written directions given by State gaming departments.
37. Any Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.
38. 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.
39. The Promoter reserves the right to disqualify registrations and/or entries in the event of non-compliance with these Terms. Notwithstanding the Promoter's rights under these Terms to not accept or to subsequently disqualify a Entrant, the Promoter will not be liable for any legal action arising out of any entrant's name being defamatory, inappropriate, in breach of any third party's rights, or in breach of any law, and any entrant forming part of that name must indemnify the Promoter, its agents, contractors and related companies from any legal action, claim or dispute arising directly or indirectly from the entrant's name being defamatory, inappropriate, in breach of any third party's rights, or in breach of any law.
40. To the extent permitted by law, the Promoter and its agencies associated with this Promotion are not liable and do not accept responsibility for:
 - a. an Entrant's entry or tips not being received or which are received and subsequently corrupted or rejected by a server of the Platform;

- b. any private or public tipping competition which uses or relies upon the Platform in any way as a means for collecting and disbursing data, or for conducting a tipping competition;
 - c. any lost, misdirected or corrupt registrations, entries, tips or emails whether to or from the Platform or otherwise;
 - d. any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained:
 - i. in connection with an Entrant's participation in the Promotion or the taking of a place, except that which cannot be excluded by law; and/or
 - ii. relating to the conduct of the Promotion however caused, including failure of the Platform or incorrect or corrupt data supplied by the Promoter to Entrant.
- 41. Information about Entrants is used by the Promoter to assess and process registration in the Promotion. If an Entrant does not provide the required information, the Promoter cannot process the registration. All registrations/entries become the property of the Promoter and will be entered into a database. Information emanating from the Entrant's participation in the Promotion is used by the Promoter and its agencies, contractors and service providers associated with this Promotion for the determination of winners and distribution of prizes, if any, awarded to an Entrant. Entry is conditional on providing this information. Entrants consent to publishing their name and accumulated winning team points in the results section of the Platform and for their personal information to be disclosed to State and Territory lottery departments, as required under the relevant lottery legislation. The Promoter will not be held responsible for any loss of reputation, status or otherwise in connection with an Entrant's tipping selections and consequential results. The Promoter will also use and handle personal information ("PI") as set out in its Privacy Policy, which can be viewed at www.afl.com.au/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 contacting the Entrant. The Privacy Policy also contains information about how Entrants may opt out, access, update or correct their personal information, 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.
- 42. By participating in this Promotion, the Eligible Entrant agrees and acknowledges that:
 - a. they may be contacted by the Promoter to provide comments about the Promotion and the Promoter (or an agent of the Promoter) may take photos of them;
 - b. the Promoter may use such comments or photos (the "Materials") for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
 - c. the Promoter may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at anytime, anywhere, and by any means. The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
 - d. they acknowledge that the Promoter retains all right, title and interest, including copyright, in the Materials and, by participating in the Promotion, they assign to

the Promoter on creation of the Materials all right, title and interest which might, but for these Terms, vest in them;

- e. they unconditionally and irrevocably consents to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("Moral Rights");
 - f. they waive all Moral Rights in the Materials that arise outside Australia; and
 - g. they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
43. Any cost associated with participating in the Promotion and/or accessing the Platform is the Entrant's responsibility and is dependent on the Internet service provider used.
44. 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").
45. 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 the Promotion, including but not limited to: (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, registration, tip 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) taking and/or use of a prize.
46. The Promotion is governed exclusively by the laws of Australia.