

**SYDNEY SWANS
2005 GRAND FINAL COMPETITION
TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of the Terms and Conditions. Entry into this competition deems acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. Subject to clause 4, entry is open to all residents of Australia ("Eligible Entrants"). Entrants under 18 years of age must have parental / legal guardian approval to enter and further, the parent / legal guardian of the entrant must read and consent to these Terms and Conditions. Parents / legal guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this competition.
4. Employees, and their immediate families of the Promoter, associated agencies and associated companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto 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 first cousin.
5. The Promoter is Sydney Swans Limited (ABN 48 063 349 708) of SCG Light Tower #4, Driver Avenue, Moore Park NSW 2021 ("Promoter").
6. The competition commences on 10/06/15 at 09:00 and closes 24/06/15 at 11:59 ("Promotional Period"). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.
7. To enter this competition, eligible entrants must record a short original video footage of themselves re-enacting their favourite Sydney Swans moment from the 2005 AFL Grand Final and post the footage on social media using the hashtag #SWANS05. Alternatively, Eligible Entrants may submit their entry via email, sending their short video as an attachment to media@sydneyswans.com.au with their full name, address and telephone number in the body of the email.
8. Entries submitted via email must not exceed 7MB.
9. The winner will be the best valid entry as judged by the judging panel, having regard to skill, creativity and originality, at the Promoter's Premises on 25/06/15 at 10:00. The Promoter may select additional entries to be used as replacements in the event that the first entrant chosen as a winner cannot satisfy these Terms and Conditions or take a prize.
10. By submitting their entry in this competition, all entrants grant the Promoter a non-exclusive license to use the entrant's name, likeness, image and/or voice, footage (in whole or in part) in any media, including but not limited to website, social media and in stadium signage, for an unlimited period without remuneration for any purpose.
11. The winner will be notified via their social media account within 24 hours of the judging to organise the claiming of their prize. In the event that the winning entry was submitted via email, the winner will be notified by return email.
12. Eligible Entrants may enter this competition as many times as they like, however only one prize will be awarded per person.
13. The Promoter reserves the right, at any time to invalidate any entries (and entrants who submit or cause those entries to be submitted) which it reasonably suspects have been submitted: (a) using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information; (b) through the use of multiple identities, email addresses or accounts; and/or (c) in any way in contravention of these Terms and Conditions.
14. Incomplete, illegible or incorrect entries or those which contain offensive or defamatory comments, or which breach any laws or infringe any third party rights, including intellectual property rights, will be deemed invalid.
15. The Promoter reserves the right, at any time during or after the closing date of this competition, to verify the validity of entries and entrants (including an Eligible Entrant's identity 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. Failure by the Promoter to enforce any of its right at any stage does not constitute a waiver of those rights.

16. The total prize value is up to a maximum value of \$1,797.95 (including GST), as at 03/06/15. There will be one (1) winner who will receive the following:
 - a. 1x Sydney Swans retail guernsey, signed by the 2015 Sydney Swans squad. Valued at up to \$1,500.00.
 - b. 4x premium gold tickets to the Sydney Swans vs Richmond Tigers match on Friday 26 June, 7.20pm at the Sydney Cricket Ground (SCG). Valued at up to \$248.00.
 - c. 1x 2005 AFL Premiers Sydney Swans DVD. Valued at up to \$40.
17. 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 Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
18. 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 of the equal value and/or specifications, subject to any written directions from a regulatory authority. It is a condition of accepting this prize that the winner must comply with all conditions of use of the prize and prize supplier's requirements. Each prize must be taken as stated. Prizes, or any unused portion of a prize, cannot be transferred, exchanged or redeemed for cash.
19. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
20. If the Promoter is unable to contact the winner to claim fulfilment of the promotional prize or if the winner is unable to attend any element of the prize, that winner will forfeit the prize in its entirety and it shall be awarded to the next runner up in the promotion. The Promoter will not be liable for a winner who cannot be contacted and therefore forfeits their prize and no correspondence will be entered into.
21. Entry into the SCG is to be in accordance with the AFL and Sydney Cricket Ground Trust (SCGT) venue access regulations. The winner and their companions must comply with the venue access regulations. The winner and their companions may be removed from the venue for a failure to comply with the venue regulations and directions of the Promoter and/or their agent.
22. The Promoter reserves the right to amend these Terms and Conditions if this competition cannot be run as originally planned. The Promoter may also cancel or suspend this competition if any event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any Eligible Entrant who has tampered with the entry process or any other aspect of this competition.
23. The Promoter and their associated agencies and companies will not be liable or responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems of the phone or of any phone network, or any misadventure, accident, injury, loss (including but not limited to consequential loss) or claim that may occur; whilst undertaking any travel won on or connected with their entry, in the participation in any prize; as a consequence of late, lost or misdirected mail, email SMS or phone call, due to the broadcast of any program relating to the competition or the publication of any material, including any statements made by any compere, staff member, journalist, other entrants or any other person; any injury or damage to entrant's or any other person's computer software or phone; or any combination thereof, related to or resulting from participation or sending or receiving of any communication or of any materials in this competition.
24. All entrants must submit ONLY their own original answers and footage. Any such answers and/or footage cannot be previously published in any forum worldwide. All entries become the property of the Promoter and cannot be returned. Entries that are found to have been derived from the designs of a third party will be considered invalid and, if awarded a prize, that prize must be returned to the Promoter. The winner may be required to sign a statutory declaration regarding the originality of the entry. Without limiting the generality, the Promoter reserves the right to take legal action against anyone found to have breached this term. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation are reserved.
25. The Promoter reserves the right to request the winner to sign a winner's deed or release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that the winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
26. The Promoter reserves the right to rejudge in the event of an entrant, claiming to be a winner, being unable to satisfy these Terms and Conditions.

27. The judges' decision in relation to any aspect of the competition is final and binding on each person who enters. Chance plays no part in determining any winner. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.
28. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received. In participating in the prizes, the winner agrees to participate and co-operate as required in all editorial activities relating to the competition, including but not limited to being interviewed and photographed. The winner (and their companions) agrees to grant the Promoter a perpetual and non-exclusive license to use such footage and photographs in all media worldwide, including online social networking sites, and the winner (and their companions) will not be entitled to any fee for such use.
29. Each entrant must ensure that any other person whose details and/or likeness have been provided by that entrant to the Promoter for the purpose of their participation in this competition has given their implied or express consent for their details and/or likeness to be provided to the Promoter.
30. The prize winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to the acceptance of that prize.
31. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees").
32. 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 of a prize.
33. Entrants acknowledge that the promotion is in no way sponsored, endorsed or administered by or associated with Facebook, Twitter, Pinterest, Instagram or any other social media platform whatsoever. Any information provided as part of the competition is provided to the Promoter and not to the relevant social media platform. Entry into the competition is deemed acceptance of the terms and conditions of any relevant social media platform's terms and conditions including but not limited to Facebook's terms and conditions of use and related rules on www.facebook.com. Eligible Entrants completely release any relevant social media platform, including but not limited to Facebook, from any and all liability in connection with this competition.
34. Unless the contrary intention appears, a reference in these terms or in any advertisement relating to this competition, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).
35. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
36. The Promoter and its related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The Promoter may disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. The Promoter will otherwise handle your personal information in accordance with their Privacy Policy on their website www.sydneyswans.com.au/privacy. You may request access or to update your personal information or lodge a complaint by using the contact details provided on the website.