

PO Box 4112, Delivery Centre Footscray West, 3012 Phone: 1300 GO DOGS (46 36 47) Fax: (03) 9680 6103 Footscray Football Club Limited (Trading as Western Bulldogs) ABN: 68 005 226 595 Club Patron: Dr Susan Alberti AO HonLLD www.westernbulldogs.com.au

# **"VIC HEALTH SEAT UPGRADE" - TERMS AND CONDITIONS**

- 1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this competition is deemed acceptance of these Terms and Conditions.
- 2. Entry is open to all ordinary Australian persons who reside in Australia ("Eligible Entrants"). Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this competition.
- 3. Employees (and their immediate families) of the Promoter, participating outlets and the agencies associated with this promotion are ineligible to enter this competition. Immediate family means any of the following: spouse, exspouse 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.
- 4. Competition commences on 15/07/2014 at 9:00am AEST and closes 17/07/2014 at 9:00am AEST (the "Competition Period").
- 5. To enter this competition, please click here and complete the entry form.
- 6. The Promoter reserves the right, at any time, to invalidate any votes/entries (and entrants who submit or cause those votes/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, including but not limited to social networking accounts; and/or (c) in any way in contravention of these Terms and Conditions. The use of any automated voting software or any other mechanical or electronic means that allows an entrant to automatically vote/enter repeatedly is prohibited and will render all votes/entries submitted by that entrant invalid.
- 7. Incomplete, illegible or incorrect entries, or those which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, will be deemed invalid.



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- 8. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
- 9. The Promoter reserves the right, at any time during, or after the closing date of the competition, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and to disqualify any Eligible 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 rights at any stage does not constitute a waiver of those rights.
- 10. Entries are deemed to be received at the time of receipt into the competition database and NOT at the time of completion by the Eligible Entrant. Any cost associated with entering the competition is the Eligible Entrant's responsibility.
- 11. The prize winners will be drawn on 17/07/2014 at 9:00am AEST. The draw will take place at Western Bulldogs, 417 Barkly Street, West Footscray. The prize winners will be contacted by phone.

### 12. The Prize includes:

- Two tickets to the Round 18 Western Bulldogs vs. Essendon, Sunday 20<sup>th</sup> July 2014
- Seat upgrade for 2 x people to watch the game in lounge seating including food
- 13. If for any reason a winner does not take the prize or any part of the prize at the time stipulated by the Promoter, then the prize or that part of the prize cannot be transferred, exchanged or redeemed for cash.
- 14. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
- 15. 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





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- (b) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
- 16. 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.
- 17. 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 the AFL (including their respective officers, employees and agents) exclude 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.
- 18. The Promoter reserves the right to request that the winner provide proof of age (or parental/guardian consent) and proof of identity prior to awarding the prize. Identification considered suitable for verification is at the discretion of the Promoter. Prize winner may be required to sign any form required by the Promoter including without limitation a legal release and indemnity form or a declaration confirming their eligibility to accept the prize.
- 19. The winner will be notified of the prize they have won and how the prize will be delivered on the day that the prize is drawn by email.
- 20. Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.
- 21. Should an Eligible Entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.





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- 22. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this competition, or for any technical error that may occur in the course of the administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
- 23. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
- 24. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition any changes are subject to State Regulations.
- 25. Eligible Entrants and their parents/guardians consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 26. All entries remain the property of the Promoter. The Promoter may collect Eligible Entrants' personal information in order to conduct the promotion. If the information requested is not provided, the Eligible Entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each



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Eligible Entrant also agrees that the Promoter, the Promoter's employees, related companies and agents, including but not limited to the AFL, may use this information, in any media for future promotional purposes, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the Eligible Entrant, including sending the Eligible Entrant electronic messages and telephoning the Eligible Entrant.

- 34. All personal information you provide will be used by the Western Bulldogs in accordance with our Privacy Policy available at <a href="https://www.westernbulldogs.com.au/privacy">www.westernbulldogs.com.au/privacy</a> and may be disclosed by the Western Bulldogs in accordance with the Western Bulldogs Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the Western Bulldogs.
- 35. The promoter is the Western Bulldogs (ABN 68 005 226 595), 417 Barkly Street, West Footscray, 3012, (1300 46 36 47).
- 36. By entering into the Competition you indicate you have read and agree to be bound by the <u>Western Bulldogs Privacy Policy</u>: <a href="http://www.westernbulldogs.com.au/privacy">http://www.westernbulldogs.com.au/privacy</a>

