

Mission Foods & Western Bulldogs 'Mark and Win' Competition (the "Promotion") Terms & Conditions (the "Terms")

Information on how to enter the Promotion and how to win the prizes forms part of these Terms. Participation in this Promotion is deemed acceptance of these Terms.

1. Definitions.

In these Terms, unless the context indicates a contrary intention:

Selected Participant means an Eligible Entrant/s who is selected to participate in the Game following the camera selection at random at ¼ time per clause 4 below.

Eligible Entrants means any entrant who is eligible to be selected to participate in the Game, as described in clause 3.

Eligible Match means the Rd 16 AFL Match between Western Bulldogs and Geelong Cats on Saturday 6th July 2019 at Marvel Stadium, Melbourne, Victoria.

Entry Period means 6th July 2019, between 7.45 pm and 8.00 pm, as set out in clause 4(a).

Game means the activity that will take place during the third quarter break of the Eligible Match, as described in clause 9.

Kicking Station means the area in which the kickers will kick the footballs from, as described in clause 8.

Marking Area means the area in which the Participant will be stationed to mark the footballs, as described in clause 8.

Participant means the Selected Participant who participates in a Game.

Participation Agreement and Eligibility Form means the document that will be given to the Selected Participant for signature after the Promoter has approved their eligibility to participate in the Game. This document must be duly signed before the Selected Participant participates in the Game.

Prize Winner means the Participant that has performed the successful Marks.

Promoter is Gruma Oceania Pty. Ltd. (ABN 35 117 976 002) at 49 Gateway Boulevard, Epping Victoria 3076.

Promotional Period means the Promotion that commences at 7.45 pm AEST on 6th July 2019 and ends at 9.35 pm AEST on 6th July 2019.

Successful Mark means when the Participant catches a football on the full and held securely and not dropped.

2. Promotional Period

Promotion commences at 7.45pm AEST on 6th July 2019 and ends at 9.35pm AEST on 6th July 2019 ("**Promotional Period**").

3. Eligible Entrants

- (a) Entry is only open to all Australian residents aged 18 years of age or older who are ticket holders and attendants to the Eligible Match.
 - i. If the contestant is under the age of 18 years they must have their parent or guardian's written permission to be involved in the competition;
- (b) Employees (and their immediate families) of the Promoter 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.

4. How to Enter

- (a) Attend the Eligible Match on Saturday 6th July 2019 at Marvel Stadium, Melbourne, Victoria and be seated on your ticketed seat according to your purchased ticket during the Entry Period.
- (b) To enter, Eligible Entrant(s) must be applicable ticket holder(s) associated with the Eligible Match for the Entry Period in which they are entering and then complete the following steps:
 - i. Between 7.45pm and 8.00pm be seated in their ticketed seat at Marvel Stadium, Melbourne, Victoria;
 - ii. When the Promoter/MC run(s) an interactive segment on the stadium vision screen, and the music commences, Eligible Entrants must dance to the music. The interactive segment will display a live image of one (1) Eligible Entrant, seated within the stadium, deemed by the Promoter, at its entire discretion, to be demonstrating the most Entrant passion, onto the stadium vision screen. The one (1) person shown on the vision screen during the interactive segment will receive the opportunity to participate in the "Game" and be classified as the "Selected Participant". In order to be eligible to participate, the Selected Participant must:
 - a) Be an Eligible Entrant by complying with all of the specifications in this Terms;
 - b) Sign the Participation Agreement and Eligibility Form, and if under the age of 18, have their parent or guardian's written permission to participate in the Game, when selected by the Promoter and approached by a representative of the Promoter;
 - c) If for whatever reason, the Selected Participant is unwilling to participate (once approved by a representative of the Promoter), or is unable to participate (i.e. Clause 3) - The Promoter will choose an alternative Eligible Entrant sitting to the left of the original Selected Participant , and so on, until a Participant is selected.
- (c) Entrants must be available to go on field at the three-quarter time break at approximately 9.15pm until 9.25pm of the Eligible Match. Any costs associated with attending the Eligible Match including costs for travel to and from the Eligible Match will be the responsibility of the Participant. Entry is ONLY open to ticket holders (no component of the prize is tickets).

5. Draws & Selection Notification

- (a) The selection for the Eligible Entrants will take place at the Round 16 AFL Match between the Western Bulldogs and Geelong Cats on Saturday 6th July, 2019 at Marvel Stadium, Melbourne, Victoria (740 Bourke St, Docklands, VIC, 3008) at 7.45pm AEST and ending at 9.35pm AEST.
- (b) The first Eligible Entrant randomly selected will be deemed the Selected Participant for the Game and will have the opportunity to be Participant in the Game at the Eligible Match.

- (c) If for whatever reason, the Selected Participant is unwilling to participate (once approved by a representative of the Promoter), or is unable to participate (i.e. Clause 3) then the Promoter will choose an alternative person sitting to the left of the original Selected Participant, and so on, until a Participant is selected.

6. Publication of Participant

The Selected Participant will be published online at www.westernbulldogs.com.au on Monday 8th July, 2019.

7. Proxy or replacement participant

Under no circumstances whatsoever will a proxy or replacement Participant be permitted to take part in this Promotion and participate in a Game if the Participant is unable to participate for any reason.

8. Set up of the Station

- (a) Immediately before the Game at the Eligible Match, the Western Bulldogs/Mission Foods Promotional Staff will set up the Marking Area and the Kicking Station on the field.
- (b) The Kicking Station will be set-up at 25 meters from directly in-front of the Western Bulldogs end goal square, where two (2) ex Western Bulldogs players will each kick ten (10) Australian Rules match footballs to the Participant stationed in the Marking Area located at the Western Bulldogs End Goal Square.
- (c) The Marking Area will be the Western Bulldogs End Goal Square. The Participant will be stationed in the goal square where they will attempt to mark up to twenty (20) Australian Rules Match footballs, kicked by two (2) ex Western Bulldogs players from the Kicking Station.

9. The Game

- (a) Before the Game (i.e. at three quarter time) at the Eligible Match, the Selected Participant will be invited on to the field. Once the third quarter break starts, the Selected Participant will be placed in the Marking Area and the kickers will be set up at the Kicking Station. In the meantime, sixty (60) seconds will be displayed on the stadium vision screen.
- (b) The two (2) kickers will be stationed 25m from and directly in front of the Marking Area where they will each take their kicks ten (10) within 2-3 seconds alternating within a total time frame of sixty (60) seconds.
- (c) Whilst the two (2) kickers are taking their kicks, the Participant will have the chance to mark up to twenty (20) footballs. Any further attempts will be disqualified.
- (d) The Participant will receive \$250 per Successful Mark. The Participant will be advised by the Western Bulldogs staff members when the mark is recorded as a Successful Mark and when they can drop the ball in order to take the following mark.

10. The Prize

- (a) If the Participant completes a Successful Mark, they will win \$250 AUD cash per mark with up to \$5,000 AUD in total to be won (“**Major Prize**”). The Participant does will also only win one (1) Mission Foods Lachie Hunter and one (1) Jason Johannisen Bobble Head valued at \$25 AUD each and one (1) Mission Hamper valued at RRP \$60 AUD

Applicable to Major Prize: If the Major Prize Winner , through any legal incapacity or otherwise, is unable to register the Cash in their own name, then the winner may assign the Cash to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Major Prize Winner and the assignee. The Major Prize Winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the Cash is awarded. It is a condition of accepting the prize that the Major Prize Winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

- (b) There is one (1) Eligible Match in Australia with (1) potential Prize Winner at this Eligible Match. The total maximum prize pool is therefore is up to \$5,110 AUD (Inc. GST).

11. General

- (a) The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrant (including an Eligible Entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, tampered with the entry or Game process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. 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 rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- (b) 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.
- (c) If for any reason a Prize Winner does not take or redeem a prize at or by the time stipulated by the Promoter, then the prize will be forfeited.
- (d) Eligible Entrants consent to the Promoter using their 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 Promotion (including any outcome), and promoting any products hired, distributed, and/or supplied by the Promoter.
- (e) 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 Eligible Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.
- (f) Nothing in these Terms 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 (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.

- (g) 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:
- i. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - ii. any theft, unauthorised access or third-party interference;
 - iii. 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;
 - iv. any variation in prize value to that stated in these Terms;
 - v. if an Eligible Match or Game event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter;
 - vi. any tax liability incurred by a Prize Winner or Eligible Entrant;
 - vii. use of and/or taking of a prize; or
 - viii. the participation of a Participant in any Game.
- (h) As a condition of participating in a Game, and/or accepting a prize, each Prize Winner may be required to 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.
- (i) The Eligible Entrant is warned that there are possible risks of injuries and accidents by participating in a Game, therefore any participation in a Game is undertaken at the Participant's own risk.
- (j) All entries will be the property of the Promoter. The information entrant provides will be used by the Promoter for the purpose of conducting this competition. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this competition or communicating with entrants. By entering this competition, entrants consent to the storage of their personal information on the Promoter's database and the Promoter may use this information for future competition and marketing purposes regarding its products, including contacting the entrant via electronic messaging. By entering this competition, entrants consent to receiving SMS or email messages from the Promoter that do not contain any functional unsubscribe facility. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at their address stated in the Promoter section of these conditions.
- (k) The Promoter is Gruma Oceania Pty. Ltd. (ABN 35 117 976 002) 49 Gateway Boulevard, Epping VIC 3076.
- (l) The Promoter's decision relating to all aspects of this Promotion is final and no correspondence will be entered into.