

## **ESSENDON FOOTBALL CLUB 'FUJITSU HOT MOMENTS' PROMOTION 2017 TERMS AND CONDITIONS**

**Promoter** Essendon Football Club of 275 Melrose Drive, Tullamarine VIC 3043, ABN 22 004 286 373

**Entry Restrictions** Entry is open to residents of Australia who are aged 18 years and over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.

**Competition Mechanics** Fans are asked to enter their 'Fujitsu Hot Moment' on the Facebook post made by the Essendon Football Club Facebook page, following a Australian Football League ("AFL") match whereby the Essendon Football Club ("Club") have won. One fan, who selects their favourite moment of aforementioned Club victory, will win a Club merchandise pack, based on the creativity of their answer, valued at \$39.90 RRP. One fan who has entered the competition during any Promotional Period during the season will win the major prize, one (1) signed 2017 Essendon Bombers Away Guernsey. The winner of the Major Prize will be chosen based on the most creative comment, nominating a 'Fujitsu Hot Moment', received throughout the entire Promotion. This is a game of skill and not a game of chance.

**Promotional Period** A Promotional Period will open when the 'Fujitsu Hot Moments' post goes live on Facebook after a Club victory. The Facebook post will go live at 9am AEST the day following a Club victory. The Promotional Period will close at 9am AEST two (2) days after it opens. There may be up to twenty-seven (27) Promotional Periods. Any posts made by the Club Facebook page is at the sole discretion of the Club. No further correspondence will be entered into.

**How to Enter** To enter the promotion, entrants will be required to enter a comment on the relevant 'Fujitsu Hot Moments' Facebook post on the Club Facebook page.

**Limitation on entry** There will be one entry per person, per Promotional Period.

### **PRIZE & PRIZE DRAW**

**Prize** One fan will win a Club Merchandise pack, valued at \$39.90 RRP, per round (if applicable). The Club Merchandise will consist of:-

1. One (1) Essendon Bombers Bar Scarf, valued at \$24.95 RRP
2. One (1) Essendon Bombers Bar Beanie, valued at \$14.95 RRP.

The Major Prize is one (1) signed 2017 Essendon Bombers Away Guernsey.

**Prize draw** The Prize will be drawn once each Promotional Period has closed. The Major Prize will be drawn on a date to be confirmed by the Promoter, but no later than Friday 6 October.

**Prize draw location** Essendon Football Club of 275 Melrose Drive, Tullamarine VIC 3043.

**Winner notification** Winners will be notified by a private Facebook message within one (1) business day of a draw taking place.

**Draw for unclaimed prize** In the case of an unclaimed prize 48 hours after the winner has been notified, the Club will select, in its sole discretion, another winner based on the creativity of their entry.

**Additional provisions relating to the prize:** The following conditions are applicable to the Prize:

- To enter the competition, individuals must be over 18 years of age or be accompanied by a parent or guardian.
- Each weekly prize and the major prize both do not include any transport, parking or accommodation. All additional costs associated with the prize are to be borne in full by the prize winner.
- To claim their prize, the winner must respond to the private Facebook message sent by the Club within two (2) business days, and must fully and correctly provide any information

requested by the Club, including but not limited to the winner's full name, residential address, mobile number and email address.

- If the first winner selected does not claim their prize, another winner will be selected for the unclaimed prize.
- Prizes will be sent out by the Promoter or its agencies within seven (7) business days of receiving the winner's residential address.

## **GENERAL**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

2. 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 and Conditions or who tampers with the entry 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 rights.

3. Incomplete, indecipherable or illegible entries will be deemed invalid.

4. 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.

5. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a Prize by the time stipulated by the Promoter, then that winner's Prize will be forfeited.

6. If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.

7. The Prize value in these Terms and Conditions are in Australian dollars and include Australian GST where applicable.

8. The Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless stated otherwise.

9. Printing errors and other quality control matters will not be used as a reason for refusing winning entry.

10. 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. All entries become the property of the Promoter.

11. 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.

12. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.

13. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

14. 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 (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.

15. 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/redemption/taking of a prize.

16. By entering this competition or promotion you agree that the Promoter may (either directly or through its contractors or agents) collect, use and disclose your personal information in accordance with its Privacy Policy, available at [www.rabbitohs.com.au](http://www.rabbitohs.com.au) and you provide your consent to the Promoter sending you news, information, promotions and updates and providing your personal information to selected partners for the purpose of receiving offers approved by the Promoter.