

Fujitsu Flame Runner Promotion 2019 Terms & Conditions

1. The Promoter is Essendon Football Club (ABN 22 004 286 373) (**EFC**) of 275 Melrose Drive, Melbourne Airport, VIC, 3045
2. 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.
3. Entry is only open to Australian residents aged 16 years or over in all states and territories. Employees (and their immediate families) and its associated agencies and sponsors are ineligible to enter.
4. The promotion commences at 10:00am (AEDST) on 26/03/2019 and ends at 5:00pm (AEDST) on 28/03/2019 (**Promotional Period**)
5. The two components of the competition are as detailed below;
 - a. **Social Media Component:** To enter the promotion, entrants will be required to comment in the competition Facebook post between 10:00am AEDST on 26/03/2019 and 5:00pm (AEDST) on 28/03/2019, outlining in 25 words or less, why they would like the opportunity to compete in the Fujitsu Flame race on Saturday 30 March at three quarter time.
 - b. **Match Day Component:** The winning entrant from the social media component will then take part in a running race at three quarter time of the match between Essendon and St Kilda on Saturday 30 March, 2019 at Marvel Stadium, Docklands VIC 3008. In order to win the prize, the entrant must outrun the Fujitsu Flame Runner character in a 250m race along the boundary.
6. Entrants may only enter once.

PRIZES

7. This is a game of skill and chance plays no part in determining the winners. Each social media entry will be individually judged based on the originality, literary merit and creative merit of the answer provided to the competition question. The running race is also a game of skill and chance plays no part in determining the winner.
8. There will be one (1) winner selected to participate in the Match Day Component of the competition. The following prize(s) will be awarded subject to the following conditions:
 - a. **Winner:** If the Entrant outruns the Fujitsu Flame Runner in the race, they will win a \$500 Fujitsu eftpos card. This can take up to 14

business days to be delivered to the entrant's ordinary residential address.

- b. **Loser:** If the Entrant does not beat the Fujitsu Flame Runner in the race, they will receive an Essendon Bombers merchandise pack, which will include an scarf, beanie and football, valued at AUD \$95RRP.
9. The total prize pool is valued at a maximum of AUD\$500.
10. Judging for the Social Media Component will take place at the Essendon Football Club of 275 Melrose Drive, Melbourne Airport, VIC 3045 on 28/03/19 after 5:00pm (AEDST).
11. Winners will be notified by private Facebook or Twitter message within 12 hours of the judging date and time.
12. The judges may select additional reserve entries which they determine to be the next best, and record them in order of merit, in case of an invalid entry or ineligible entrant.
13. 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 proof of purchase) 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.
14. Incomplete, indecipherable or illegible entries will be deemed invalid.
15. 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.
16. The prize value in these terms and conditions are in Australian dollars and include Australian GST where applicable.
17. The prizes, or any unused portion of a prize, are not transferable, or exchangeable and cannot be taken as cash, unless stated otherwise.
18. Printing errors and other quality control matters will not be used as a reason for refusing winning entry.
19. 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.
20. 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.

21. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
22. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeated is prohibited and will render all entries submitted by the entrant invalid.
23. 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.
24. 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, unauthorized 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.
25. 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.essendonfc.com.au/privacy.
26. Participants in the Match Day Component agree to execute further terms and conditions (including signing a waiver of liability), on the day of the match.
27. The following additional conditions are applicable to the Prizes:

- a. The Prizes do not include any transport, parking or accommodation in association with game attendance or entry.