

HANKOOK PERFORMANCE OF THE WEEK PROMOTION

TERMS AND CONDITIONS

1. The Promoter is the 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 18 years and over,

Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
4. The promotional period commences at 12:01am AEST on Friday 10 May 2019 and ends at 11:59pm on Friday 4 October 2019 (**Promotional Period**). During the Promotional Period, the promotion will be run each week following a win by the Essendon Football Club in any match (Eligible Match) in the 2019 Toyota AFL Premiership Season (Eligible Week). In each Eligible Week, the promotion will commence at the time the applicable link goes live on the EFC website which will be within 5 hours of the conclusion of the last Eligible Match and will close 24 hours following the conclusion of that Eligible Match (**Weekly Promotional Period**).
5. To enter the promotion, entrants will be required to provide all required information in response to the designated online form available at <https://www.essendonfc.com.au>. The promotion will only be available to enter during an Eligible Week.
6. Entrants may only enter once in each Eligible Week.

PRIZES & WINNER JUDGEMENT

7. This is a game of skill and chance plays no part in determining the winners. Each Eligible Week, all eligible entries will be individually judged based on the originality, literary merit and creative merit of the answer provided to the promotional question.
8. Each Eligible Week, one winner will receive a Hankook Tyres prize pack including; Hankook/EFC branded football, mouse pad, sports water bottle, stubby cooler, non-slip dashboard phone mat, pack of 2 thunder sticks, pack of four wheel-caps, a pair of sunglasses and a key ring ("Prize").
9. The total weekly prize pool is valued at \$120.00
10. The judging will take place at the Essendon Football Club, 275 Melrose Drive, Melbourne Airport Victoria 3045 on the next business day in Melbourne following the closure of the Weekly Promotional Period ("Judging Date") and will conclude by close of business on that day.
11. Winners will be notified by email within 24 hours of the Judging Date.
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 repeatedly is prohibited and will render all entries submitted by that 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 the entrant agrees 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.