

EFC Fujitsu Give Away 2017
TERMS AND CONDITIONS

Promoter	Essendon Football Club (ABN 22 004 286 373) of 275 Melrose Drive, Melbourne Airport, Victoria 3045, telephone (03) 8340 2000.
Entry restrictions	Entry is only open to residents of Victoria aged 18 years or over who are 2017 Essendon Football Club members at the time of entry. Residents of New South Wales, South Australia, Northern Territory, Queensland, Tasmania, Western Australia and the Australian Capital Territory are not eligible to enter. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter.
Promotional Period	The promotional period is from 9.00am AEDT Thursday 9 th February 2017 to 11.59pm AEDT on Thursday 9 th March 2017.
How to Enter	To enter the promotion, entrants will be required to: - Be a 2017 Essendon Football Club member at the time of entry; and - Fully and correctly complete all fields and click the 'Submit' button on the designated online form during the Promotional Period.
Limitation on Entry	Entrants may only enter once.
PRIZE & PRIZE DRAW	
Prize	Seven winners will win 1 of 7 Fujitsu Reverse Cycle Split System air conditioning units (model no: 2.5kW R32 KM Series Inverter valued at \$1,569 each. The systems will be available to collect at Essendon Football Club, 275 Melrose Drive, Melbourne Airport, Victoria, 3045 during ordinary business hours.
Maximum Prize Pool	The total prize pool is valued at a maximum of \$10,983.
Prize draw time	There will be three draws: - Thursday 16 th February 2017 at 11.00am with 3 winners to be drawn - Friday 24 th February 2017 at 11.00am with 2 winners to be drawn - Friday 10 March 2017 at 11.00am with 2 winners to be drawn
Prize draw location	The Promoter's premises at 275 Melrose Drive, Melbourne Airport, Victoria, 3045.
Winner notification	Winners will be notified in writing via the contact email address submitted at the time of entry and published on the Promoter's website. Winners must claim their prize within 30 days of being contacted or their prize will be forfeited.
Draw for unclaimed prizes	Draws will occur 30 days after the prize draw time.
Additional provisions relating to the prize	The following additional conditions are applicable to the Prize: - Subject to the Australian Consumer Law, prize winners are responsible for ensuring the suitability of the prize for installation in their chosen location and for ensuring correct installation using a qualified installer. - Subject to the Australian Consumer Law, prize winners will be responsible for all associated costs, including costs of installation, collection of the units from Essendon Football Club and delivery to their chosen location - Prize winners will be required to organise collection and delivery of the units from Essendon Football Club at their own cost.

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. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
3. 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.
4. Incomplete, indecipherable or illegible entries will be deemed invalid.
5. 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.
6. 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.

7. If a Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
8. The Prize value in these Terms and Conditions are in Australian dollars and include Australian GST where applicable.
9. The Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless stated otherwise.
10. Printing errors and other quality control matters will not be used as a reason for refusing winning entry.
11. 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 announcing winners, and promoting any products manufactured, distributed and/or supplied by the Promoter. All entries become the property of the Promoter.
12. 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.
13. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
14. 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.
15. Subject to clause 16 of the Terms and Condition, EFC does not provide any express or implied guarantees, warranties in relation to any prize and all such guarantees or warranties or representations are expressly excluded.
16. Nothing in these Terms and Condition excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot be lawfully excluded or limited. This may include the Australian Consumer Law, which contains guarantees that protect the purchasers of good and services in certain circumstances.
17. Where any guarantee, warranty, term or condition is implied or imposed in relation to these Terms and Conditions under the Australian Consumer Law or any other applicable legislation and cannot be excluded (**a Non-Excludable Provision**) and the Promoter is able to limit the prize winner's remedy for a breach of the Non-Excludable Provision, the liability of the Promoter to the prize winner for breach of the Non-Excludable Provision is limited to one or more of the following at the Promoter's option:
 - (a) in the case of goods, the replacement of the goods or the supply of equivalent good, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
 - (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.
18. Subject to clauses 16 and 17 of these Terms and Conditions, the Promoter (including its respective officers, employees and agents) excludes all liability (including in 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.
19. Subject to clauses 16 and 17 of these Terms and Conditions, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including in 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) the use, redemption or taking of a prize.
20. Without limiting any other provision of these Terms and Conditions, but subject to clauses 16 and 17 of these Terms and Conditions, the Promoter reserves the right to require any prize recipients to execute a waiver and

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release of liability (in a form determined by the Promoter in its absolute discretion) as a condition of accepting the prize.

21. 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 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.