

EFC DATA ACQUISITION CAMPAIGN 2016

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, Northern Territory, Queensland, South Australia, Tasmania and Western Australia aged 18 years or over. Residents of New South Wales 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 promotion commences at 9.00am AEST on Monday 4 January 2016 and ends at 5:00pm AEST on Friday 18 March 2016.
How to Enter	To enter the promotion, entrants will be required to use the personalised online form to register their contact details to receive news, updates and special offers from the Essendon Football Club.
Limitation on entry?	Entrants may only enter once.
<b>PRIZE &amp; PRIZE DRAW</b>	
Prize	One winner will win a signed 2015 Essendon football
Maximum Prize Pool	The total prize pool is valued at a maximum of \$250.
Prize draw time	3:00pm AEST on Tuesday 22 March 2016.
Prize draw location	The Promoter's premises at 275 Melrose Drive, Melbourne Airport, Victoria, 3045.
Winner notification	Winners will be notified by telephone within 2 business days of the draw date.
Draw for unclaimed prizes	11:00am on Thursday 31 March 2016 at the same place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified via their telephone number as held on EFC's database at that time.

1. 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.
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 to 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.essendonfc.com.au/privacy](http://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.