

## HAWTHORN FOOTBALL CLUB ALTERNATE GUERNSEY DESIGN COMPETITION TERMS AND CONDITIONS

Promoter	Hawthorn Football Club Ltd, Ricoh Centre, Stadium Circuit, Mulgrave VIC 3170, ABN: 26 005 068 851
Entry Restrictions	Open only to Australian residents of all ages. Exceptions include directors, officers, management and employees (and the immediate families of directors, officers, management and employees) of the Promoter or of the agencies, companies or participating stores associated with this Promotion. Exemptions also include directors, managers, employees and family members of apparel manufacturers.
Entry Period	Entries for design submissions are open from 11:00am (AEDST) on Tuesday 1 March 2016 and close at 5:00pm (AEDST) on Sunday 13 March 2016. Voting to determine first, second and third prize winners is open from 11:00am on Tuesday 22 March 2016 and closes at 10:00am Tuesday 29 March 2016.
Entry Method	During the Entry Period, entrants are to visit <a href="http://www.hawthornfc.com.au">www.hawthornfc.com.au</a> and download the entry form and design template. Entries are to be submitted to <a href="mailto:alternateguernsey@hawthornfc.com.au">alternateguernsey@hawthornfc.com.au</a> attaching the entry form (with their full name, address, email address, phone number, and any additional information as required by the Promoter) and their design on the provided template.
Entry Pool	All entrants will be entered into the Entry Pool and will be eligible to win the one (1) first prize, one (1) second prize and one (1) third prize.
Winner Selection	As determined by the judges, the top three (3) submissions will be selected based on originality and creativity, in line with the guidelines provided, which will be put to a closed public vote. The entry with the highest number of votes will be awarded first prize, second highest second prize and third highest third prize This is a game of skill, judged on criteria set by the Promoter. Chance will not play a role in determining the Winner.
Prize Details	<p>One (1) first prize:</p> <ul style="list-style-type: none"> <li>&gt; Collaborate with Hawthorn Football Club to bring their design to life on Hawthorn's 2017/18 alternate guernsey for players and retail</li> <li>&gt; VIP experience at the first game in 2017 that Hawthorn wear the new alternate guernsey, behind the scenes tour, flights from the nearest capital city, accommodation, transfers, reserved seat tickets for you a friend</li> <li>&gt; Team signed and framed alternate guernsey</li> </ul> <p>One (1) second prize:</p> <ul style="list-style-type: none"> <li>&gt; \$500 adidas Gift Voucher</li> <li>&gt; \$250 HawksNest Gift Voucher</li> </ul> <p>One (1) third prize:</p> <ul style="list-style-type: none"> <li>&gt; \$250 adidas Gift Voucher</li> <li>&gt; \$100 HawksNest Gift Voucher</li> </ul>
Prize Pool	First prize is valued at \$3,000 AUD. Second prize is valued at \$750 AUD. Third prize is valued at \$350 AUD. The total prize pool is valued at \$4,100 AUD.
Entry Limits	There are no restrictions to the number of entries an entrant can have.
Judging Details	Judging will take place at 10:00am AEDST on Tuesday 15 March 2016. The judging will take place at the Promoter's office (Ricoch Centre, Stadium Circuit, Mulgrave VIC 3170).
Winner Notification	The three (3) selected entrants to go to vote will be notified by phone and in writing on the day of the judging. The winners will have their name and state/territory of residence published on <a href="http://hawthornfc.com.au">hawthornfc.com.au</a> on Tuesday 15 March 2016. The voted winners will be notified by phone and in writing on Tuesday 29 March 2016.
Prize Claim Date	Prizes must be claimed within three (3) days of the relevant judging.
Considerations	In the event an appropriate design is not submitted, Hawthorn Football Club reserve the right to design an alternate guernsey in accordance with AFL regulations as required. This option will still go to a public closed vote.

1. Information regarding prizes and how to enter forms part of these conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The Promotion will be conducted during the Entry Period.
3. Entries must be received during the Entry Period. Entries are deemed to be received at the time they are received by the Promoter's database and not at the time of submission by the Entrant. Failure of an Entrant to provide all mandatory details may, at the Promoter's discretion, result in an invalid entry (and, at the Promoter's discretion, in all of the entrant's entries being invalid). The Promoter is not liable for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence due to error, omission, tampering, deletion, theft, and communications failure or otherwise. The Promoter has no control over communications networks and is not liable for any problems associated with them due to traffic congestion, technical malfunction or otherwise. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. Entrants who enter using multiple email addresses or aliases may be disqualified. Entrants are responsible for their own costs associated with accessing the Internet. Automatically generated entries will not be accepted.
4. Incomplete, illegible or incorrect submissions and therefore entries, or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, will be deemed invalid.
5. Eligible Entrants expressly agree, acknowledge and warrant that they have the express consent and/or authority from the artist of the design for the design to be submitted as an entry in this Promotion.
6. The judging will be conducted at the time, date and location as stated in the Judging Details. All valid entries will be judged from all the Entry Pool received between the start and the end of the Entry Period.
7. The Promoter reserves the right, at any time, to invalidate any entries (and entrants who submit or cause those entries to be submitted) which it reasonably suspects have been submitted: (a) using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information; (b) through the use of multiple identities, email addresses or accounts; and/or (c) in any way in contravention of these Terms and Conditions.
8. This is a game of skill, judged on criteria set by the Promoter. Chance will not play a role in determining the Competition winner
9. The prizes are as stated in the Prize Details. In addition to the winning design being featured on the on-field guernseys, the design for this will be replicated for a retail guernsey, available for sale from the club, in-store and online. The Eligible Entrants accepts that they will not receive any commission for any sales of the guernsey for the design. The Eligible Entrant assigns to the Promoter and/or the AFL all rights, title and interest its possess including copyright and all other intellectual property and proprietary rights in the club guernsey design, and will execute any documentation required to assign such rights. The Eligible Entrant and/or artist also agrees to provide the Promoter and/or the AFL with any consents required in relation to any moral rights in the club guernsey design. In the event of a match worn guernsey auction, all proceeds will go back to Hawthorn Football Club.
10. The winners will be notified in accordance with the Winners Notification above. By entering this Promotion, each Entrant requests that his or her full address not be published.
11. The winners must, at the Promoter's request, participate in all promotional activity (such as publicity and photography) surrounding the winning of any prize, free of charge, and they consent to the Promoter using their name and image in promotional material.
12. Eligible Entrants and their parents/guardians consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (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.
13. The Promoter may require winners to provide proof of identity, proof of age and proof of residency. Identification considered suitable for verification is at the Promoter's discretion.
14. If a winning entry is deemed not to comply with these Terms and Conditions, the Entry will be discarded and a new winner of that prize will be determined by drawing a further valid entry in accordance with paragraph 7.
15. The Promoter may, in its sole discretion, disqualify all entries from, and prohibit further participation in this Promotion by, any person who tampers with or benefits from any tampering with the entry process or with the

operation of the Promotion or acts in violation of these conditions, acts in a disruptive manner or acts with the intent or effect of annoying, abusing, threatening or harassing any other person.

16. The Promoter's decision is final and no correspondence will be entered into.
17. Prizes are not transferrable or exchangeable and cannot be redeemed for cash. The Promoter accepts no responsibility for any variation in prize value. If a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal or higher value as determined by the Promoter, subject to the approval of the gaming authorities in each state and territory if required.
18. If a prize has not been accepted or claimed in accordance with the Prize Claim Date, the relevant winner's entry will be deemed invalid, subject to any requirements of the gaming authorities in each state and territory.
19. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
20. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage or delay in transit to prizes.
21. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the competition, or invalidate any affected entries, subject to the approval of the gaming authorities in each state and territory if required.
22. The Promoter is not liable for any tax implications arising from prize winnings. Independent financial advice should be sought. Where this Promotion involves, for GST purposes, supplies being made for non-monetary consideration, entrants will follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
23. All entries will be the property of the Promoter. The information entrants provide will be used by the Promoter for the purpose of conducting this Promotion. The Promoter may disclose entrants' personal information to its contractors and agents to assist in conducting this Promotion or communicating with entrants. If the entrant has marked the "opt-in" box on the entry form, the entrant consents to the storage of their personal information on the Promoter's database and the Promoter may use this information for future promotional and marketing purposes regarding the Promoter's products including contacting the entrant via electronic messaging. By entering this Promotion, entrants consent to receiving SMS or email messages from the Promoter. The Promoter is bound by the National Privacy Principles in the Privacy Act 1988. Entrants can request access to the personal information the Promoter holds about them by contacting the Promoter at their address stated in the Promoter section of these conditions.
24. 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 and the Hawthorn Football Club (including their respective officers, employees and agents) exclude 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.
25. The competition is governed exclusively by the laws of Australia.