

## Win a Jaguar Car Promotion

### Terms and Conditions

<b>Promoters</b>	<b>MELBOURNE FOOTBALL CLUB LIMITED (MFC)</b> (ACN 005 686 902) of MCG Great Southern Stand, PO Box 254, East Melbourne, Victoria 8002 & <b>JAGUAR AUSTRALIA PTY LIMITED</b> (ABN 86 004 352 238) of Level 1, 189 O'Riordan St Mascot, 2020, NSW, Australia
<b>Competition Period</b>	4.00pm AEST on 03/08/2019 to 1/4 time (approximately 8.00pm AEST) at the Melbourne v Richmond AFL game at the MCG, Melbourne. ( <b>Game</b> )
<b>Who can enter?</b>	Only Australian residents who: (a) are aged 18 or over; and (b) attend the Game at the MCG.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families; spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.) of: (a) the Promoters; and (b) the agencies, companies or participating premises associated with this competition.
<b>Where will the competition run?</b>	The competition will run at the MCG, Brunton Ave, Richmond VIC 3002.
<b>Entry instructions</b>	To enter, you must, during the Competition Period, whilst at the Game: (a) receive a promotional poster from staff; and (b) at 1/4 time when requested to do so, wave your poster as instructed.
<b>How many winners will there be and how will they be chosen?</b>	There will be 1 winner determined in respect of this competition.  This is a game of chance. The winner will be randomly determined via a camera broadcasting to the large screens, which pans the crowd and stops for the final time on a specific entrant. The valid entrant selected in this way will win the prize.  The determination of the winner will be random and the Promoters are not responsible for any doubt or confusion in this regard. 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.  The winner must, when requested by the Promoters, follow the Promoter's instructions to claim their prize.
<b>What can I win?</b>	There is 1 prize available.  The prize is a Jaguar E-PACE SE P200 AWD Automatic, Fuji White (including all statutory and on-road costs and third party compulsory insurance) valued at \$69,990. The prize does not include comprehensive insurance or any accessories not specified. If you are the winner, to claim the vehicle prize you must attend the Victorian dealership nominated by the Promoter to collect it within 28 days of accepting the prize. You must provide all information and sign all documents required to allow the Promoter to register the vehicle in your name before collection. You must be able to register and operate the vehicle in your name in accordance with applicable laws. However if you are unable to register the vehicle in your name then you may transfer it to another person for the purpose of registration.
<b>Total prize pool</b>	The total prize pool is \$69,990.
<b>How many times can I enter?</b>	You can enter once.
<b>How and when will the winner/s be informed?</b>	The winner will be notified in person.  The winner will have their name and state/territory of residence published on <a href="http://www.melbournefc.com.au">www.melbournefc.com.au</a> on 05/08/19 for a period of 28 days.
<b>Unclaimed prize</b>	<b>Prize claim deadline:</b> At the time of being determined a winner, as instructed.

	If a prize has not been accepted or claimed by the prize claim deadline above, the relevant entry will be forfeited and the prize will not be re-awarded.
<b>Collection and use of your personal information</b>	<p>If you are a winner, you/your companions, if applicable, must take part in all publicity, photography and other promotional activity as the Promoters requires, without any compensation. You/your companions consent to the Promoters using your name/s and image/s in any promotional or advertising activity.</p> <p>The Promoters may collect the winner's personal information directly or through its agents or contractors. The Promoters will use the winner's personal information to conduct and manage the competition. The Promoters may disclose the winner's personal information to its related companies, agents and contractors to assist in conducting this competition, communicating with the winner or storing data. This may include disclosures to organisations outside Australia.</p> <p>The Promoters' Privacy Policy (see <a href="https://www.melbournefc.com.au/privacy">https://www.melbournefc.com.au/privacy</a> &amp; <a href="https://www.jaguar.com.au/privacy-policy/index.html">https://www.jaguar.com.au/privacy-policy/index.html</a>) includes information about:</p> <p>(a) how to seek access to the personal information the Promoters holds about you and seek correction of the information; and</p> <p>(b) how to complain about a privacy breach and how the Promoters will deal with such a complaint.</p>

1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

#### Prizes

2 You are responsible for all other unspecified costs related to the prize including insurance (including excesses) and costs associated with ongoing use of the prize.

#### General

3 Any failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoters or the prize supplier(s).

4 If you or your entry are deemed by the Promoters to breach these Terms and Conditions your entry may be discarded. The Promoters may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoters to enforce any of its rights at any stage does not waive those rights.

5 You must not:

- (a) tamper with the entry process;
- (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
- (c) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (d) do anything that may diminish the good name or reputation of the Promoters or any of its related entities or of the agencies or companies associated with this competition;
- (e) breach any law; or
- (f) behave in a way that is otherwise inappropriate.

6 The Promoters' decision in connection with all aspects of this competition is final.

7 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoters are not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoters may provide another item of equal or higher value.

8 If publication will take place, by entering, you request that your full address not be published.

9 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoters may end, change, suspend or cancel the competition or disqualify affected entries/entrants.

10 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being

made for non-monetary consideration, you must 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.

### **Liability**

- 11 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 12 Subject to the previous paragraph, the Promoters and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 13 Without limiting the previous paragraph, the Promoters and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant).
- 14 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.