

## AFL9s Summer Survey Competition

### TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Conditions of Entry. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to all Victorian residents who have participated in the 2013/2014 AFL 9's Summer Competition, verified by AFL Victoria by team name and competition. ("Eligible Entrants"). Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
3. Employees (and their immediate families) of the Promoter, participating outlets and the agencies associated with this promotion are ineligible to enter this competition. Immediate family means any of the following: spouse, ex-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 first cousin.
4. Competition commences on 5th March 2013 at 5pm (AEDT) and closes on 21<sup>st</sup> March at 5pm (AEDT) (the "Competition Period").
5. To enter this competition, Eligible Entrants must during the Competition Period:
  - Complete the survey which can be found on the AFL Victoria's website and AFL 9s Victoria Facebook page via the URL <https://www.surveymonkey.com/s/afl9social> and provide their full name, e-mail address, contact phone number and team name.
6. Incomplete, illegible or incorrect 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.
7. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.
8. The Promoter reserves the right, at any time during, or after the closing date of the promotion, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and to disqualify any Eligible Entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
9. Only one (1) entry per person is permitted. If there are multiple entrants nominating Australian Football Teams from the same Australian Football Club, only one entrant's Nominated Team from any one Australian Football Club will be chosen to participate. No expenses incurred in participating in the Prize will be covered by the Promoter or the AFL. Entrants and participants must cover all expenses including, but not limited to, the costs of transport to the AFL 9s Match.
10. Entries are deemed to be received at the time of receipt into the competition database and NOT at the time of transmission by the Eligible Entrant. Any cost associated with accessing the competition website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.

11. The prize winners will be determined by AFL (Victoria) in its sole discretion and announced by Monday 24<sup>th</sup> March 2014. The draw will take place at AFL Victoria, Visy Park, Gate 3 Royal Parade, Carlton North, Victoria, 3054. The prize winners will be contacted by phone and or e-mail. The Judges' decision is final and no correspondence will be entered into. The winners' names will also be published on the AFL Victoria website and AFL Victoria Social Media pages within two days of the prize being drawn.
12. There will be 2 prize-winners.
13. The prize-winners Summer Competition team will win the opportunity to play in an AFL 9s match at half time at a match during the 2014 Premiership Season to be determined by AFL Victoria. There will be a minimum of 9 and a maximum of 12 players per team.
14. The prize winners acknowledge that no transport and accommodation will be provided as part of this Prize.
15. If for any reason a winner does not take the prize or any part of the prize at the time stipulated by the Promoter, then the prize or that part of the prize cannot be transferred, exchanged or redeemed for cash.
16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
17. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
  - (a) To disqualify any Eligible Entrant; or
  - (b) Subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
18. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
19. 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 AFL (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.
20. The Promoter reserves the right to request that the winner provide proof of age and identity prior to awarding the prize. Identification considered suitable for verification is at the discretion of the Promoter. Prize winner may be required to sign any form required by the Promoter including without limitation a legal release and indemnity form or a declaration confirming their eligibility to accept the prize.

21. Within 7 days of the prize draw, all winners will be notified in writing of the prize they have won and how the prize will be delivered. In the event that a winner is unable to be contacted, and all methods of communication are unsuccessful, unclaimed prizes will be dealt with as prescribed by the law of the State or Territory of Australia in which the prize winner resides. The prize remains the property of the Promoter until claimed by the prize winner.
22. In the event that the winner is unable to be contacted, and all methods of communication are unsuccessful, a draw for any unclaimed prizes may take place on Friday 28<sup>th</sup> March at the same time and place as the original draws, subject to any directions from a regulatory authority. The winner(s) of the redraw will be notified in writing by email within two (2) business days of the draw and the winners name(s) will be published on the AFL Victoria website and on AFL Victoria social media pages from Monday 31<sup>st</sup> March.
23. If the winner of the major prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
24. The Promoter is not responsible for any incorrect or inaccurate information, or for any of the equipment or programming associated with or utilised in this competition, or for any technical error that may occur in the course of the administration of this competition. The Promoter assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries.
25. 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 competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
26. All entries remain the property of the Promoter. The Promoter collects Eligible Entrants' personal information in order to conduct the promotion. If the information requested is not provided, the Eligible Entrant may not participate in the promotion. By entering the promotion, unless otherwise advised, each Eligible Entrant also agrees that the Promoter, the Promoter's employees, related companies and agents, including but not limited to the AFL, may use this information, in any media for future promotional, marketing, publicity, research and profiling purposes without any further reference, payment or other compensation to the Eligible Entrant, including sending the Eligible Entrant electronic messages and telephoning the Eligible Entrant.
27. Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.
28. All personal information you provide will be used by the Promoter in accordance with the AFL's Privacy Policy available at [www.afl.com.au/privacy](http://www.afl.com.au/privacy) and may be disclosed by the Promoter in accordance with the AFL's Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the AFL.
29. By entering into the Competition you indicate you have read and agree to be bound by the AFL Privacy Policy: <http://www.afl.com.au/privacy>.

30. The Promoter is Australian Football League (Victoria) Limited, ACN 147 664 579, of Visy Park, Gate 3 Royal Parade, Carlton North, Victoria, 3054