

FESTIVE FRENZY PROMOTION TERMS AND CONDITIONS

- 1. The Promoter is Melbourne Victory Limited ACN 111 441 868.
- 2. Information on how to enter and the prize/s form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 3. Entry is only open to Victorian residents aged 10 years or over.
- 4. Entrants under 18 years old 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 (or collecting or accepting any prize the subject of this promotion).
- 5. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
- 6. The promotion commences on 25 November 2024 and entries close at 11:59pm AEST on 29 November 2024.
- 7. To enter, individuals must:

Sign up to a 2024/25 membership by 11.59pm each day to enter the draw for the nominated prize for that day.

- 8. The Promotor 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 reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. Winner (or if the winner is under 18 years of age their parent or guardian on their behalf) must upon request, supply suitable identification at the time that the Promoter delivers the prize.
- 9. Incomplete or indecipherable entries will be deemed invalid.
- 10. Limit on entries: Only one (1) entry is permitted per person per day;
- 11. An entrant is prohibited from winning multiple prizes.
- 12. If there is a dispute concerning the conduct of this promotion (including as to the identity of an entrant) or in respect to claiming a prize, the Promoter will consider the entrant's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.
- 13. Winner determination:
 - a. The draw will take place at Melbourne Victory Office, AAMI Park, 60 Olympic Boulevard, Melbourne, Victoria, 3000 at 11:00am AEST on Monday 2 November.
 - b. The promotor may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
 - c. The winner/s will be notified in writing within two (2) business days of the draw date.
- 14. One prize is awarded each day and is as follows:
 - Monday 25/11/2024 @ 11.59pm Two (2) tickets to the Victory Medal.
 Tuesday 26/11/2024 @ 11.59pm 2 x tickets to Turkish Airlines Lounge for a match to be determined by Melbourne Victory.

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Wednesday 27/11/2024 @ 11.59pm – 10 signed ALM jerseys. Thursday 28/11/2024 @ 11.59pm – Match day Inner Sanctum experience 16. Friday 29/11/2024 @ 11.59pm – Meet and Greet with ALM player.

Value: priceless.

Unless expressly set out in this clause, there are no bonus prizes awarded as part of this promotion.

- 17. If more than one (1) prize is to be awarded, the prizes will be awarded in descending order of value.
- 18. If a winner of any prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf. If a prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority. Subject to the unclaimed prize draw clause, if for any reason **a/the** winner does not take or claim a prize (or an element of a prize) by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 19. Total prize pool value is priceless. Prize/s or any unused portion of the prize, are/is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
- 20. A draw for the prize/s if unclaimed may take place on 9 December at Melbourne Victory Office, AAMI Park, 60 Olympic Boulevard, Melbourne, Victoria, 3000 at 11:00am AEST on subject to any directions from a regulatory authority. In the case of a winner, they will be notified in writing within two (2) business days of the draw. The winner/s will be published at melbournevictory.com.au from 8 September.
- 21. If there is no prize winner or the prize winner (including any winner of the unclaimed prize draw) cannot be found, the Promoter will publish this information at melbournevictory.com.au from 10 December for a period of 28 days.
- 22. 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 the business of the Promoter.
- 23. 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.
- 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 (Cth) 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.
- 25. 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
- 26. 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 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 of a prize.
- 27. Any cost associated with accessing https://gomvfc.com.au/member-programs/members is the entrant's responsibility and is dependent on the Internet service provider used. 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.

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- 28. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities, and may also use and handle personal information as set out in its privacy policy. Entry is conditiona on providing this information. The Promoter may, for an indefinite period, unless otherwise advised by the entrant, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter by emailing membership@mvfc.com.au. All entries become the property of the Promoter. Visit melbournevictory.com.au for the Promoter's privacy policy, which contains information about how entrants may seek to access or correct their personal information held by the Promoter or complain about a breach of their privacy, and how the Promoter will deal with that complaint.
- 29. If any terms and conditions are imposed by a third party on a Current Member's ability to use some or all of the reward (by way of example, terms of use imposed by O'Brien's Group in relation to the use of the food and beverage voucher or terms and conditions of attending the Corporate Suite) (Third Party Provider) then the member must comply with those additional terms (which may include a requirement to demonstrate appropriate standards of behaviour while using the reward) or the member will forfeit the reward (and the ability to continue to use and enjoy the reward) immediately on notice from the relevant Third Party Provider, or Melbourne Victory (as applicable).

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