

## **MEMBER OF THE YEAR PROMOTION TERMS AND CONDITIONS**

1. This member of the year promotion (**Promotion**) is operated by Melbourne Victory Limited ACN 111 441 868 trading as the Melbourne Victory Football Club c/- Entrance E AAMI Park, 60 Olympic Boulevard, Melbourne, Victoria 3000 (**Melbourne Victory, we or us**). Phone number: 1300 466 832.
2. Information on how to enter and the prizes form part of these terms and conditions (**Terms and Conditions**). Participation in the Promotion or acceptance of any prize awarded as part of the Promotion is deemed acceptance of these Terms and Conditions.

### **Eligibility to participate in the Promotion**

3. Subject to clauses 4 and 5, all members of Melbourne Victory are eligible to participate in the Promotion.
4. Members under 18 years old must have parental/guardian approval to participate in the Promotion pursuant to these Terms and Conditions. Further, the parent/guardian of the member must read and consent to these Terms and Conditions. Parents/guardians may be required by Melbourne Victory to enter into a further agreement as evidence of consent to the minor receiving any prize pursuant to these Terms and Conditions.
5. Employees (and their immediate families) of Melbourne Victory and agencies associated with the prizes are ineligible to win the prizes. Immediate family means any of the following: 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 first cousin.
6. The Promotion commences on Wednesday 24 November 2021 and ends at 3:00pm AEST on Friday 29 April 2022 (**Promotional Period**).

### **Nominations**

7. Each month, members may either nominate themselves or one other member to participate in this Promotion. A member may not nominate multiple members in the same month, however a member may be nominated multiple times by different members in the same month.
8. To nominate a member to be considered in this Promotion, the nominating member must submit their nomination located here: <https://gomvfc.com.au/member-zone/member-of-the-year> during the Promotional Period, including answering the following questions (**Nomination**):
  - (a) How does the nominee demonstrate that they are a passionate member of Melbourne Victory?; and
  - (b) What does Melbourne Victory mean to the nominee?

9. The nominating member must obtain any third party nominee's consent to nominate that third party for participation in this Promotion before submitting the Nomination pursuant to clause 8.
10. By consenting to be nominated for participation in this Promotion, a member is deemed to have read and accepted these Terms and Conditions.

### **Winner determination - Monthly Winners**

11. Members who have been nominated pursuant to clause 8 above, will be eligible to win the monthly prize as follows:
  - (a) members who have been nominated from 24 November 2021 to 6 December 2021 will be eligible to win the December prize (**December Winner**);
  - (b) members who have been nominated from 4 January 2022 to 18 January 2022 will be eligible to win the January prize (**January Winner**);
  - (c) members who have been nominated from 1 February 2022 to 11 February 2022 will be eligible to win the February prize (**February Winner**);
  - (d) members who have been nominated from 1 March 2022 to 11 March 2022 will be eligible to win the March prize (**March Winner**); and
  - (e) members who have been nominated from 28 March 2022 to 7 April 2022 will be eligible to win the April prize (**April Winner**).
12. On the business day immediately following the nomination period (as set out in clause 11), Melbourne Victory will determine a winner for that nomination period (**Monthly Winner**), being the nominee who demonstrates the most passion for Melbourne Victory based on the responses submitted as part of the Nominations. There is no element of chance involved in determining the Monthly Winner.
13. The nomination pool will reset for each nomination period referred to in clause 11. However, if Melbourne Victory determines, in its sole discretion, that it has not received any suitable nominations in a nomination period, Melbourne Victory may select a Monthly Winner nominated in the nomination period immediately preceding the relevant nomination period.
14. The Monthly Winners will be notified in writing (by email) 2 business days after the Monthly Winner has been determined for that nomination period (**Monthly Winner Notification**).
15. A nominee can only be a Monthly Winner once during the Promotion.

### **Winner determination - MOTY**

16. The nominee, chosen from the group of Monthly Winners (referred to in clause 12), who demonstrates the most passion for Melbourne Victory based on the

responses submitted as part of the Nominations will be deemed the member of the year and the winner of the Promotion (**MOTY**). There is no element of chance involved in determining the MOTY.

17. The determination will be made by Melbourne Victory on 10 May 2022.
18. The winner will be notified in writing (by email) by 13 May 2022 (**MOTY Winner Notification**).

### **Claiming a prize**

19. The MOTY must claim their prize within 10 business days of the MOTY Winner Notification (**MOTY Prize Claim Date**). The MOTY is deemed to have claimed their prize when they respond to Melbourne Victory's email that they are a winner, accepting the prize pursuant to these Terms and Conditions.
20. Each Monthly Winner must claim their prize within 5 business days of the Monthly Winner Notification (**Monthly Prize Claim Date**). A Monthly Winner is deemed to have claimed their prize when they respond to Melbourne Victory's email that they are a winner, accepting the prize pursuant to these Terms and Conditions.
21. If a winner does not claim their prize by the MOTY Prize Claim Date or Monthly Prize Claim Date (as applicable), and in the manner set out in clause 19 or 20 (as applicable), the prize is deemed forfeited by that winner and Melbourne Victory may determine another winner of the prize being the nominee who next demonstrates the most passion for Melbourne Victory based on the responses submitted as part of the Nominations and that person must claim their prize within 2 business days of the MOTY Prize Claim Date or Monthly Prize Claim Date (as applicable) (**Runner Up Prize Claim Date**), in accordance clause 19 or 20 (as applicable). The process set out in this clause 21 will continue until a winner has claimed the relevant prize.
22. The winners will be published online at <https://gomvfc.com.au> from 16 May 2022 for a period of 28 days.

### **Prizes**

23. The MOTY will win a double pass to Melbourne Victory's end of year reward presentation night (**Victory Medal Double Pass**)
24. Each of the Monthly Winners will win the following:
  - (a) a signed Melbourne Victory cap by a player of their choosing;
  - (b) the opportunity to participate in the Ball Delivery Experience (described at clause 27); and
  - (c) a 30-second pre-game interview where the Monthly Winner will have the opportunity to tell the crowd at a Melbourne Victory home game what Melbourne Victory means to the Monthly Winner (**Pre-Game Interview**).

25. The signed Melbourne Victory cap will be sent out via post to the postal address Melbourne Victory currently has on file for the relevant member. It is the member's responsibility to notify Melbourne Victory regarding any changes to their personal details, including postal address. Melbourne Victory will not be responsible for lost caps if a member has not notified Melbourne Victory of the member's change in address.
26. Melbourne Victory will seek to have the Melbourne Victory cap signed by a current Melbourne Victory player of the winner's choosing. However, Melbourne Victory makes no guarantee that the winner's chosen player will be available to sign the cap. If for any reason, the winner's chosen player is unable to sign the cap, the winner will be asked to choose an alternative player and Melbourne Victory will seek to have the cap signed by that player in accordance with this clause 26.
27. The Ball Delivery Experience is the opportunity to deliver the match-day ball to the referee on the pitch before the match starts.
28. Subject to these Terms and Conditions, the Ball Delivery Experience and the Pre-Game Interview will be held at AAMI Park in Melbourne at the following Melbourne Victory home games:
  - (a) Melbourne Victory vs Western United on 26 December 2021 for the December Winner;
  - (b) Melbourne Victory vs Sydney FC on 25 January 2022 for the January Winner;
  - (c) Melbourne Victory vs Central Coast Mariners on February 19 2022 for the February Winner;
  - (d) Melbourne Victory vs Western Sydney Wanderers FC on March 27 2022 for the March Winner; and
  - (e) Melbourne Victory vs Wellington Phoenix on April 29 2022 for the April Winner.
29. Melbourne Victory is not responsible for any travel costs, or other costs, which a member may incur to attend the relevant Melbourne Victory home game.
30. The Victory Medal will be held in Melbourne on a date to be determined. Melbourne Victory is not responsible for any travel costs, or other costs, which a member may incur to attend the Victory Medal.
31. If a member is unable to attend the relevant Melbourne Victory home game or the Victory Medal (including due to State or Federal government restrictions) as set out in clause 28, or is otherwise unable to claim the Ball Delivery Experience or the Pre-Game Interview at the designated match, Melbourne Victory may, but is under no obligation to, provide the member with an alternative prize, as determined by Melbourne Victory.

32. If the Ball Delivery Experience, the Pre-Game Interview and/or the Victory Medal cannot be held due to reasons outside the control of Melbourne Victory, such as due to State or Federal government restrictions, Melbourne Victory may postpone or cancel the Ball Delivery Experience, the Pre-Game Interview and/or the Victory Medal.
33. If Melbourne Victory postpones or cancel the Ball Delivery Experience, the Pre-Game Interview and/or the Victory Medal due to reasons outside the control of Melbourne Victory, Melbourne Victory may, but is under no obligation to, choose to provide the impacted members with an alternative prize, as determined by Melbourne Victory.
34. There are no bonus prizes awarded as part of the Promotion.
35. 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.
36. A prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

### **General**

37. Members consent to Melbourne Victory 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 the Promotion (including any outcome), and promoting the business of Melbourne Victory. For the avoidance of doubt, the Monthly Winner consents to their Pre-Game Interview and Ball Delivery Experience being broadcasted without remuneration in any media, including on television, social media and via digital streaming.
38. Melbourne Victory reserves the right, at any time, to verify the validity of members (including a member's identity) and reserves the right, in its sole discretion, to disqualify any individual who Melbourne Victory has reason to believe has breached any of these Terms and Conditions or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion and/or the prizes. Failure by Melbourne Victory to enforce any of its rights at any stage does not constitute a waiver of those rights. Melbourne Victory's legal rights to recover damages or other compensation from such an offender are reserved. Winners (or if a winner is under 18 years of age their parent or guardian on their behalf) must upon request supply suitable identification when attending the prize.
39. If there is a dispute concerning the conduct of the Promotion (including as to the identity of a member) or in respect to receiving/claiming the prize, Melbourne Victory will consider the member's grievances however reserves the right to resolve the dispute in the manner it determines most appropriate, acting reasonably.

40. Subject to the unclaimed prize clauses, if for any reason a winner does not take or claim the prize (or an element of the prize) by the time stipulated by Melbourne Victory, then the prize (or that element of the prize) will be forfeited.
41. If the 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 Melbourne Victory, including but not limited to technical difficulties, government restrictions, unauthorised intervention or fraud, Melbourne Victory reserves the right, to the fullest extent permitted by law: (a) to disqualify any member; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel this Promotion, as appropriate.
42. 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, Melbourne Victory (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.
43. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, Melbourne Victory (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 Melbourne Victory's control); (b) any theft, unauthorised access or third party interference; (c) any tax liability incurred by a winner or member; or (d) use of or participation in the prize.
44. Melbourne Victory collects personal information in order to conduct this 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. Melbourne Victory may, for an indefinite period, unless otherwise advised by the member, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the member. Members should direct any request to opt out, access, update or correct information to Melbourne Victory using the phone number at the beginning of these Terms and Conditions or emailing [membership@mvfc.com.au](mailto:membership@mvfc.com.au). Visit <https://gomvfc.com.au/privacy-policy> for Melbourne Victory's privacy policy, which contains information about how members may seek to access or correct their personal information held by Melbourne Victory or complain about a breach of their privacy, and how Melbourne Victory will deal with that complaint. Melbourne Victory is unlikely to send information overseas.

45. If any terms and conditions are imposed by a third party on a winner's ability to participate in all or part of the prize (by way of example, venue entry terms and standards etc) (**Third Party Provider**) then the winner/member must comply with those additional terms (which may include a requirement to demonstrate appropriate standards of behaviour while participating in the prize) or the winner/member will forfeit the opportunity to participate in the prize (and the ability to continue to participate and enjoy the prize) immediately on notice from the relevant Third Party Provider, or Melbourne Victory (as applicable).