

REWARDS AND RECOGNITION TERMS AND CONDITIONS

1. This rewards and recognition program (**Rewards Program**) 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**). We are also running the Inner Sanctum Experience Promotion (described at clauses 16 to 34) as part of this Rewards Program. The promoter of the Inner Sanctum Experience Promotion is Melbourne Victory. Phone number: 1300 466 832.
2. If you become a member of Melbourne Victory or renew your Melbourne Victory membership for the 2022/23 season pursuant to the Melbourne Victory Membership Terms and Conditions, available by clicking here (<https://gomvfc.com.au/terms-and-conditions>), or otherwise accept a Reward offered as part of this Rewards Program, you are deemed to accept these Terms and Conditions.
3. Pursuant to these Terms and Conditions, individuals who become a member of Melbourne Victory or renew their Melbourne Victory membership for the 2022/23 season:
 - (a) by 28 February 2023 will go in the draw to win an "Inner Sanctum Experience" as part of the Inner Sanctum Experience Promotion described at clauses 16 to 34; and
 - (b) will be entitled to the rewards set out in these Terms and Conditions at clauses 12 to **Error! Reference source not found. (Rewards)**.
4. For the avoidance of doubt, these Terms and Conditions relate to Melbourne Victory memberships for the 2022/23 season only and do not carry over to any future seasons.
5. Members under 18 years old must have parental/guardian approval to become a member of Melbourne Victory or to renew their Melbourne Victory membership for the 2022/23 season and therefore accept Rewards pursuant to these Terms and Conditions and participate in the Inner Sanctum Experience Promotion. 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 the Rewards or entering the Inner Sanctum Experience Promotion (or accepting the Inner Sanctum Experience the subject of the promotion).
6. Employees (and their immediate families) of Melbourne Victory and agencies associated with the Inner Sanctum Experience Promotion are ineligible to win the Inner Sanctum Experiences. However, they will be entitled to receive/claim the Rewards. 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.

Member loyalty tiers

7. Members are placed into one of the following loyalty tiers based on the uninterrupted period during which the member has been a Melbourne Victory member (**Loyalty Tiers**):

Loyalty Tier	The uninterrupted period during which the member has been a Melbourne Victory member:
Inaugural Gold	18 seasons members
Gold	10 to 17 seasons members
Silver	5 to 9 seasons members
Blue	3 to 4 seasons members
Member	1 to 2 season(s) members

8. If a member's membership lapses at any time (including where the member fails to renew the membership by the relevant renewal date as notified by Melbourne Victory from time to time) then the member will revert back to the equivalent of a first year member.
9. Melbourne Victory may, but is under no obligation to, make exceptions to clause 8 where there are exceptional circumstances, as determined by Melbourne Victory.
10. If a membership is held by a business and attributed to a business name then the member will not:
- (a) be placed into one of the Loyalty Tiers referred to in clause 7; or
 - (b) accumulate time to be attributed to the member's loyalty tier,
- unless and until an individual is nominated in relation to the membership. If the nominated individual is replaced by a different nominated individual then the member will revert to the equivalent of a first year member.
11. Membership loyalty is not transferrable.

Member Rewards

12. The following Rewards are available to members during the 2022/23 season as follows:

	Inaugural Gold	Gold	Silver	Blue	Member
Discount off Melbourne Victory 2022/2 season jersey:	20%	18%	15%	12%	10%
Appreciation email from Melbourne Victory upon achieving a new Loyalty Tier:	✓	✓	✓	✓	✓
Access to exclusive member events organised and notified by Melbourne Victory from time to time:	✓	✓	✓	✓	✓
Entry into the Inner Sanctum Experience Promotion based on the Loyalty Tier:	✓	✓	✓	✓	✓
Full membership pack including Melbourne Victory notebook:	✓	✓	N/A	N/A	N/A
Member's choice of Melbourne Victory cap or scarf:	✓	✓	✓	✓	✓

13. Members will be entitled to redeem the relevant percentage off (as set out in clause 12) Melbourne Victory 2022/23 season jerseys above during the 2022/23 season. This Reward may only be redeemed at the Victory Shop located in AAMI Park on match days or online at victoryshop.com.au.
14. Exclusive member events organised and notified by Melbourne Victory from time to time will be subject to other terms and conditions notified by Melbourne Victory. Some events will be organised for all members and others will be organised for particular categories of members or for different Loyalty Tiers (ie there may be some events organised for all members and others organised for Inaugural Gold members only).
15. Melbourne Victory caps and scarves will be posted to the members pursuant to the Melbourne Victory Membership Terms and Conditions referred to in clause 2 above.

The Inner Sanctum Experience Promotion

16. The Inner Sanctum Experience Promotion commenced on 19 July 2022 and ends at 11.59pm AEDST on 28 February 2023 (**Promotional Period**).

17. Members of each Loyalty Tier have the opportunity to win different "money can't buy" Inner Sanctum Experiences which have been constructed specifically for the relevant Loyalty Tiers, as follows:

Loyalty Tier	Inner Sanctum Experience details:
Inaugural Gold	<p>16 Inaugural Gold members will win the Inner Sanctum Experience (Inaugural Gold Loyalty Tier).</p> <p>1 Inaugural Gold member will win the opportunity to deliver the match-day ball to the referee on the pitch before the match starts (Ball Delivery Winner).</p> <p>15 Inaugural Gold members will win the opportunity to stand on the sidelines of the pitch to watch the players during Melbourne Victory's warm up prior to kick off (Warm Up Winners).</p> <p>For the avoidance of doubt, the Ball Delivery Winner is separate to the Warm Up Winners, and will not win the opportunity to watch the warm up from the sidelines.</p>
Gold	<p>13 Gold Loyalty Tier members will win the Inner Sanctum Experience (Gold Loyalty Tier).</p> <p>1 Gold Loyalty Tier member will be given the opportunity to be involved in the coin toss (Coin Toss Winner). This opportunity includes flipping the coin during the coin toss to determine team starting sides.</p> <p>12 Gold Loyalty Tier members will be given the opportunity to attend the post-game presser, the post-game press conference with the media and Melbourne Victory's coaching staff (Press Conference Winners).</p> <p>For the avoidance of doubt, the Coin Toss Winner is separate to the Press Conference Winners, and will not win the opportunity to watch the warm up from the sidelines.</p>
Silver	<p>10 Silver Loyalty Tier members will win the Inner Sanctum Experience (Silver Loyalty Tier) and will be given the opportunity to form part of Melbourne Victory's guard of honour for the players as they walk out onto the pitch.</p>
Blue	<p>5 Blue Loyalty Tier members will win the Inner Sanctum Experience (Blue Loyalty Tier) and will be given the opportunity to form part of Melbourne Victory's guard of honour for the players as they walk out onto the pitch.</p>

Member	5 Member Loyalty Tier members will win the Inner Sanctum Experience (Member Loyalty Tier) and will be given the opportunity to form part of Melbourne Victory's guard of honour for the players as they walk out onto the pitch.
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18. Subject to clauses 300 and 355, all of the Inner Sanctum Experiences will take place during the "Member Recognition Round" on the final Melbourne Victory home game in Season 2022/23.
19. Members are automatically entered into the Inner Sanctum Experience Promotion upon becoming a member of Melbourne Victory or renewing their Melbourne Victory membership for the 2022/23 season. For the avoidance of doubt, a member can only be entered once in the Inner Sanctum Experience Promotion and can only win one prize.
20. If any member does not wish to be included in the Inner Sanctum Experience Promotion, the member should contact Melbourne Victory using the phone number listed at the beginning of these Terms and Conditions prior to the end of the Promotional Period.
21. Melbourne Victory reserves the right, at any time, to verify the validity of members (including a member's identity and/or Loyalty Tier) 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 Inner Sanctum Experience Promotion. 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 Inner Sanctum Experience.
22. If there is a dispute concerning the conduct of the Inner Sanctum Experience Promotion (including as to the identity of a member) or in respect to receiving/claiming the Inner Sanctum Experience, 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.
23. Winner determination:
 - (a) The draw for each Loyalty Tier will take place at Entrance E AAMI Park, 60 Olympic Boulevard, Melbourne, Victoria 3000 at 3:00pm AEDST on 1 March 2023.
 - (b) We may draw additional reserve entries and record them in order in case an ineligible member is drawn or a member does not claim, or forfeits, their Inner Sanctum Experience.

- (c) The winners will be notified in writing (by email) by 3 March 2023 (**Winner Notification**).
- (d) Each winner must claim their Inner Sanctum Experience by 17 March 2023 (**Prize Claim Date**). A winner is deemed to have claimed their Inner Sanctum Experience when they respond to Melbourne Victory's email that they are a winner, accepting the Inner Sanctum Experience pursuant to these Terms and Conditions.
- (e) If a winner does not claim their Inner Sanctum Experience by the Prize Claim Date and in the manner set out in clause 23(d), the prize is deemed forfeited by that winner and subject to clause 233(b) above, Melbourne Victory may redraw the Inner Sanctum Experience pursuant to clause 233(f) and that person must claim their prize by 8 April 2023 (**Redraw Prize Claim Date**), in accordance with clause 233(d). The process set out in this clause will continue until a winner has claimed the relevant prize.
- (f) A draw for any of the Inner Sanctum Experiences if unclaimed may take place at the place listed in clause 233(a) at 10am AEST on 18 March 2023 and each applicable Redraw Prize Claim Date, subject to any directions from a regulatory authority. In the case of a winner, they will be notified in writing by 22 March 2023.
- (g) The winner(s) will be published online at <https://gomvfc.com.au> from 8 April 2023 for a period of 28 days.
- (h) If there is no winner or the Inner Sanctum Experience winner cannot be found, Melbourne Victory will publish this information at <https://gomvfc.com.au> from 22 April 2023 for a period of 28 days.

24. The following Inner Sanctum Experiences will be awarded as part of the Inner Sanctum Experience Promotion:

Inaugural Gold	<p>The first valid entry drawn from the pool of Inaugural Gold Loyalty Tier members will be the Ball Delivery Winner.</p> <p>The next 15 valid entries drawn from the pool of Inaugural Gold Loyalty Tier members will be the Warm Up Winners.</p>
Gold	<p>The first valid entry drawn from the pool of Gold Loyalty Tier members will be the Coin Toss Winner.</p> <p>The next 12 valid entries drawn from the pool of the Gold Loyalty Tier members will be the Press Conference Winners.</p>

Silver	The first 10 valid entries drawn from the pool of Silver Loyalty Tier members will win the Inner Sanctum Experience for the Silver Loyalty Tier.
Blue	The first 5 valid entries drawn from the pool of Blue Loyalty Tier members will win the Inner Sanctum Experience for the Blue Loyalty Tier.
Member	The first 5 valid entries drawn from the pool of members who are not Inaugural Gold members, Gold members, Silver members or Blue members will win the Inner Sanctum Experience for the Member Loyalty Tier.

25. No value can be or has been assigned to the Inner Sanctum Experiences as they are not experiences that are otherwise available to members or the public for purchase.
26. Unless expressly set out in clause 244, there are no bonus Inner Sanctum Experiences or prizes awarded as part of the Inner Sanctum Experience Promotion.
27. The Inner Sanctum Experience will be held at AAMI Park in Melbourne. Melbourne Victory is not responsible for any travel costs, or other costs such as accommodation, which the winners may incur to attend the Inner Sanctum Experiences.
28. If a winner of any Inner Sanctum Experience is under the age of 18 years, the Inner Sanctum Experience will be awarded to the winner's nominated parent or guardian on the winner's behalf.
29. If an Inner Sanctum Experience (or part of an Inner Sanctum Experience) is unavailable, Melbourne Victory, in its discretion, reserves the right to substitute the Inner Sanctum Experience (or that part of the Inner Sanctum Experience) with an experience or other prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
30. The Inner Sanctum Experiences will be provided by Melbourne Victory subject to State and Federal government restrictions. If an Inner Sanctum Experience cannot be offered due to reasons outside the control of Melbourne Victory, such as due to State or Federal government restrictions, Melbourne Victory may vary, postpone or determine to cancel the Inner Sanctum Experience. For the avoidance of doubt, Melbourne Victory may change the date on or the round or the match at which the Inner Sanctum Experience takes place.
31. If a winner cannot attend the relevant Inner Sanctum Experience, Melbourne Victory may, but is under no obligation to, choose to provide that winner with an alternative prize, as determined by Melbourne Victory.

32. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or claim a prize (or an element of a prize) by the time stipulated by Melbourne Victory, then the prize (or that element of the prize) will be forfeited.
33. An Inner Sanctum Experience, or any unused portion of an Inner Sanctum Experience, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
34. 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 Inner Sanctum Experience Promotion (including any outcome), and promoting the business of Melbourne Victory.

General

35. If this Reward Program or the Inner Sanctum Experience 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 Reward Program or the Inner Sanctum Experience Promotion, as appropriate.
36. 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 Inner Sanctum Experience Promotion or the Rewards.
37. 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 a Reward or Inner Sanctum Experience.
38. Melbourne Victory collects personal information in order to conduct this Rewards Program and the Inner Sanctum Experience 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. 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.

39. If any terms and conditions are imposed by a third party on a winner's ability to use some or all of the Inner Sanctum Experience or the Rewards (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 using the Inner Sanctum Experience) or the winner/member will forfeit the Inner Sanctum Experience/Reward (and the ability to continue to use and enjoy the Inner Sanctum Experience or Reward) immediately on notice from the relevant Third Party Provider, or Melbourne Victory (as applicable).