

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. 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).
4. 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 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.
5. The promotion commences on 8/11/2021 and entries close at 11:59pm AEST/AEDST on 31/01/2022 (**Promotional Period**).
6. To enter, individuals must:

Enter their details via an online form created by Melbourne Victory.

8. The Promoter 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.

9. Incomplete or indecipherable entries will be deemed invalid.

a. Limit on entries:

b. Only one (1) entry is permitted per person;

c. Multiple entries are permitted however each entry must be submitted separately and in accordance with entry requirements;

d. Multiple entries are permitted per person, however each entry must be substantially unique and submitted separately and in accordance with entry requirements

11. 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.

12. Winner determination:

a. The draw will take place at Melbourne Victory Football Club at 2:00pm AEST/AEDST on 01/02/2022.

b. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.

c. The Winner will be notified in writing within two (2) business days of the draw date.

d. The winner will be notified via email / phone call

14. Draw Prize/s and how each is awarded: The first valid Entry drawn will win a personalised Signed Melbourne Victory Home Jersey valued at \$500. Unless expressly set out in this clause, there are no bonus prizes awarded as part of this promotion.

15. 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 of 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.

16. Total prize pool value is \$500. Prize/s, or any unused portion of a prize, **are/is** not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

17. A draw for the prize/s if unclaimed may take place on 01/02/2022 at Melbourne Victory Football Club at 2:00pm **AEST/AEDST** on 02/02/2022, 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.

18. 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.

19. 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.

20. 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.

21. 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 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.

22. Any cost associated with accessing **[the competition website]** **[Facebook]** or **[Instagram]** or **[Twitter]** 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.

23. 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 conditional 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 using the details by emailing cikonomou@mvfc.com.au. All entries become the property of the Promoter. Visit www.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.