

## **'OMG PAFC MEMBER REWARDS' COMPETITION – TERMS AND CONDITIONS**

### **GENERAL**

1. This document contains the terms and conditions ("**Terms**") of entry into the OMG PAFC Member Rewards Competition ("**Promotion**") between the Port Adelaide Football Club ABN 49 068 839 547 of Brougham Place, Alberton SA 5014 ("**PAFC**") and you ("**Participant**").
2. Please read these Terms carefully as they contain important information regarding the Participant's rights and obligations. The Participant's entry into this Promotion is deemed acceptance of these Terms.

### **ENTRY**

3. The Promotion will be open from 9:00 am on Monday 15 June 2020 and will continue until 5:00 pm on Tuesday 8 September 2020 ("**Promotion Period**"). All times in these Terms are expressed as the local time in Adelaide, South Australia.
4. In order to be considered for this Promotion, the Participant must:
  - a. Pledge 100% of their 2020 Port Adelaide Football Club Membership before the end of the Promotion Period; and
  - b. Not be an employee of PAFC or other agency, firm or company associated with this Promotion ("**Related Person**"), nor be a family member closely linked to a Related Persons including a spouse, domestic partner, or former spouse or domestic partner, parent, brother, sister or child, including any step relations.
  - c. If under 18 years old, be subject of parental or guardian supervision.
5. Members will receive one (1) entry per eligible membership.
6. PAFC reserves the right, at any time, to request verification of the age, identity, residential address or any other information relevant to participation by the Participant in the Promotion. PAFC reserves the right to disqualify any Participant who provides false information or fails to provide information that is reasonably requested by PAFC, or any other reason determined by PAFC in their sole and absolute discretion.
7. PAFC reserves the right, in its sole and absolute discretion, to refuse to accept entries which are incomplete, indecipherable, do not comply with these Terms or which contravene any applicable laws or regulations.
8. PAFC reserves the right, in its sole discretion, to disqualify any Participant who has breached any of these Terms, has engaged in unlawful or improper conduct or otherwise acts to cheat or undermine the fairness of the Promotion.
9. The eligibility of Promotion entries is solely within the discretion of PAFC and PAFC accepts no responsibility for late, lost or misdirected entries or other communications.
10. In the event of any dispute regarding the administration, rules, results and all other matters relating to the Promotion, the decision of PAFC shall be final and no correspondence or discussion shall be entered into.

## PRIZE AND PRIZE DRAWS

11. There are a total of sixteen (16) prizes to be won as follows:
  - a. **Weekly Draw** - 13 x prizes of a PAFC party pack valued at \$75
    - Draw 1 Wednesday 17 June 2020 9:30AM ACST
    - Draw 2 Wednesday 24 June 2020 9:30AM ACST
    - Draw 3 Wednesday 1 July 2020 9:30AM ACST
    - Draw 4 Wednesday 8 July 2020 9:30AM ACST
    - Draw 5 Wednesday 15 July 2020 9:30AM ACST
    - Draw 6 Wednesday 22 July 2020 9:30AM ACST
    - Draw 7 Wednesday 29 July 2020 9:30AM ACST
    - Draw 8 Wednesday 5 August 2020 9:30AM ACST
    - Draw 9 Wednesday 12 August 2020 9:30AM ACST
    - Draw 10 Wednesday 19 August 2020 9:30AM ACST
    - Draw 11 Wednesday 26 August 2020 9:30AM ACST
    - Draw 12 Wednesday 2 September 2020 9:30AM ACST
  - b. **Monthly Draw** x 2 prizes
    - Draw 13 – Wednesday 9 July 2020 10:00AM ACST 1 x prize – 1 x autographed 2020 PAFC guernsey with certificate of authenticity and Zoom video call for 15 minutes duration for 10 people. Date and time of call subject to player's availability.
    - Draw 14 – Wednesday 9 August 2020 10:00AM ACST 1 x prize - 1 x autographed 2020 PAFC guernsey with certificate of authenticity and 1 x photo with the 2021 Playing Team at the Official Team photo shoot.
  - c. **Major Draw** – 1 x prize – One (1) x 2020 MG HS Vibe including on road costs valued at \$30,990 including GST. Vehicle colour choice is not available and is subject to the vehicle availability. Any non- standard registration or on road cost requirements, including any other no-standard vehicle accessories are excluded and would be at an additional cost payable by the Winner.
    - Draw 16 – Wednesday 9 September 2020 – 10:00am ACST.

(each, a “**Prize**”).
12. Winners of a Prize (“**Winners**”) will be manually and randomly drawn in sixteen (16) prize draws (“**Prize Draws**”) in accordance with the *Lottery and Gaming Regulations* 2008. The Prize Draws will take place at Allan Scott Power Headquarters, Brougham Place, Alberton, SA, 5014.
13. The Winners will be contacted by PAFC within seven (7) days of the Prize Draws. Each Winner will be notified by email by PAFC with details on how to claim their Prize.
14. Each Winner must receive their Prize in Adelaide, South Australia in the manner advised by PAFC. PAFC is not liable for any costs or expenses which may be incurred to deliver or transfer Prizes outside Adelaide, South Australia.
15. The Major Draw Prize (the 2020 MG HS Vibe Car), must be collected by the supervising parent or guardian, of any Winner of this Prize who is under the age of 18 years old.
16. Participants are eligible to be in, and win a Prize in, each of the Prize Draws.
17. In the event that any Prize has not been claimed within three (3) months of being notified by PAFC, the winner forfeits their Prize and a redraw of that Prize will occur.
18. The total prize pool for this Promotion is valued at up to \$48,465 (inclusive of GST). All prices and values in these Terms are stated in Australian dollars and are inclusive of GST.
19. A Prize is not transferrable, exchangeable or redeemable for cash and is forfeited if not used.

20. If a Prize is unavailable for whatever reason, PAFC reserves the right to forfeit or substitute a Prize with a prize of equal or greater value.
21. If requested by the PAFC, all Winners and any companion who will win a Prize are required to sign the PAFC's release and indemnity form in favour of the PAFC and return the document to PAFC prior to taking their Prize.

## **YOUR PRIVACY**

22. All personal information provided by the Participant will be used by PAFC and on behalf of selected third parties in accordance with PAFC's Privacy Policy. This may include for promotional and direct marketing purposes and other disclosures as specified in PAFC's Privacy Policy. By providing your personal information, the Participant agree to such use.
23. Participants consent to PAFC using their name, likeness, images and/or voice in the event they are selected to participate in the Promotion (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 any products manufactured, distributed and/or supplied by PAFC.
24. By entering into this Promotion, the Participant agrees and acknowledges that:
  - a. they have read and agree to PAFC's Privacy Policy located at <https://www.portadelaidefc.com.au/privacy>;
  - b. they may be contacted by PAFC to provide comments about the Promotion and PAFC (or an agent of PAFC) may take photos of them;
  - c. PAFC may use the profile and such comments or photos (the "**Materials**") for PAFC's future promotional and marketing purposes without further reference or compensation to them;
  - d. PAFC may duplicate, alter, adapt and utilise the Materials as PAFC wishes at anytime, anywhere, and by any means. PAFC may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - e. PAFC retains all right, title and interest, including copyright, in the Materials and, by participating in the Promotion, they assign to PAFC on creation of the Materials all right, title and interest which might, but for these Terms, vest in them;
  - f. they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the *Copyright Act* 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given ("Moral Rights");
  - g. they waive all Moral Rights in the Materials that arise outside Australia; and
  - h. they will not institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.

## **LIABILITY AND INDEMNITIES**

25. The Participant's use of a Prize is entirely at their own risk.
26. The Participant agrees to hold harmless and indemnifies and keeps indemnified PAFC from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to the Participant's participation in the Promotion, the Participant's participation in a Prize or any Prize

related activities, acceptance of a Prize and/or use or misuse of a Prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).

#### **GENERAL**

- 27. Nothing in these Terms constitutes a relationship of employer and employee, partnership, principal and agent, or joint venture between the parties.
- 28. The whole or any part of any clause of these Terms that is illegal or unenforceable will be severed from these Terms and will not affect the continued operation of the remaining provisions of these Terms.
- 29. PAFC reserves the right to vary the terms of, or cancel, the Promotion at any time without liability to any Participant or other person, subject to applicable laws.

#### **JURISDICTION**

- 30. These Terms shall be read and construed in accordance with the laws of the State of South Australia and the Participant submits to the non-exclusive jurisdiction of the courts of South Australia in respect of any dispute or any other matter arising out of these Terms.

(SA Licence number T20/586)