

## ***Foodbank Victoria & Western United FC 'Kick to Win – Crossbar Challenge' Competition (the "Promotion") Terms & Conditions (the "Terms")***

Information on how to enter the Promotion and how to win the prizes forms part of these Terms. All Participants who enter the Promotion warrant that they have read, understand and agree to comply with and be bound by these Terms. Participation in this Promotion is deemed acceptance of these Terms.

### **1. Definitions.**

In these Terms, unless the context indicates a contrary intention:

**Draw Winner** means an entrant who is selected to participate in a Game following their name being successfully drawn.

**Eligible Match** is the Western United vs. Western Sydney Wanderers match on 20 February 2022 (kick off at 6.35pm AEDT) at AAMI Park – Olympic Boulevard, Melbourne VIC 3000.

**Game** is the game played by the Winning Participant at the half-time break of the Eligible Match.

**Kicking Station** means the designated (3) three station's set up by the Promoter as part of the Game. See "Set-up of Kicking Stations" section below for further details.

**Participant** means one (1) individual who has been randomly selected.

**Promoter** is WMG FOOTBALL CLUB LTD (ABN 21 631 204 003) of Level 2, 203 Palmers Road, Truganina VIC 3029, Telephone (03) 8682 0172.

**Promotional Period** has the meaning set out in clause 2.

**Successful Kick** has the meaning set out in clause 11.

### **2. Promotional Period**

Promotion commences at 12:00pm AEDT on 14 February 2022 and ends at 6:30pm AEDT on 20 February 2022.

### **3. Eligible Entrants**

- (a) Entry is only open to all VIC residents aged 18 years of age or older who are available to attend the Eligible Match and have tickets to the Eligible Match.
- (b) 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 1<sup>st</sup> cousin.
- (c) **The following persons are NOT eligible to enter this Promotion:**
  - a. Anyone under the age of 18 years old;
  - b. Any professional, semi-professional, former professional, or collegiate player for any form of NFL, Football, Soccer, AFL, Rugby Union, Rugby League or other football format;
  - c. Anyone that has ever received, or been entitled to receive, more than AUD\$20,000 in payment or reward (including match fees, sponsorship fees, cash, goods or services) for playing any form of NFL, Football, Soccer, AFL, Rugby Union, Rugby League or other football format; and
  - d. Anyone that has ever been a member of, or played on, any international NFL, Football, Soccer, AFL, Rugby Union, Rugby League or other football team.

### **4. How to Enter**

- (a) To enter, during the Promotional Period, the entrant must visit <https://foodbank-victoria.giveeasy.org/western-united-food-relief> follow the prompts to the Promotion entry page, donate a minimum of \$5 (AUD) to Foodbank Victoria and

enter their personal details (first name, last name, email address and mobile phone number), and submit the fully completed entry form.

- (b) Entrants must attend the Eligible Match.

## **5. Draws & Winner Notification**

- (a) The draw for the Eligible Match will take place during the first half of the Eligible Match at AAMI Park, Olympic Boulevard, Melbourne VIC 3000, on Sunday 20<sup>th</sup> February 2022 at approximately 7.00pm AEDT.
- (b) There will be one (1) Participant randomly selected to have the opportunity to participate in the promotion at the Eligible Match. For the sake of clarity, there will be one (1) Participant. The draw conductor will draw additional reserve entries in case of an invalid entry or entrant or in case a Draw Winner cannot be contacted or in case the Draw Winner does not want to participate in the Game.
- (c) Draw Winners who do not attend the Eligible Match will forfeit their ability to participate in the Game. Any costs associated with attending the Eligible Match including costs for travel to and from the Eligible Match will be the responsibility of the Participant.
- (d) The Draw Winner will be contacted immediately after the draw via phone. If a Draw Winner cannot be contacted by after the first phone call, the Promoter will contact the next reserve winner from the draw. This process will continue until a Draw Winner answers the Promoter's call and accepts participation in the Game from the first phone call to them by the Promoter. If a Draw Winner fails to do so they will forfeit their right to participate in the Game and therefore their opportunity to win a prize.

## **6. Publication of Winner**

Draw Winner will be published at [www.wufc.com.au](http://www.wufc.com.au) on 20 February 2022.

## **7. Proxy or replacement participant**

Under no circumstances whatsoever will a proxy or replacement for the Participant be permitted to take part in the Game if the Draw Winner is unable to participate for any reason. An ID check will be carried out by the Promoter's promotional staff prior to the Game starting to ensure the drawn winner is the correct Participant.

## **8. Set up of the Kicking Stations**

- (a) Immediately before The Game in the selected Match, the Western United FC Promotional Staff will set up the (3) three Kicking Stations on the pitch.
- (b) There (3) Kicking Stations will be set-up at 30 meters, 20 meters and 10 meters all from directly in-front and center of the goal, in preparation for the Participant's attempt.
- (c) The Promotional Staff will measure and record their measurement in one continuous, unbroken video recording (clearly showing the distance measured).

## **9. The Game**

- (a) The Game will take place at Half Time of the Promotional Match. The Participant will be given the chance to complete kick(s) on the playing field during the half time break of the Eligible Match to win a prize.
- (b) Only the Participant will get to attempt the (3) three kicks in 60seconds.
  - a. The Participant will be placed at the 30m line and will be instructed when to start their attempt.
  - b. The promoter's promotional staff will count down for The Participant to start. Once the promoter starts the 60 second timer the Participant has 60 seconds to attempt the 3 (three) kicks from each kicking station.
  - c. 1 x attempt at the Game and the ball has to be kicked from off the ground and has to hit the crossbar

directly (without hitting the ground or anything else beforehand). Any further attempts will be disqualified.

## 10. The Prizes

- (a) The available prizes to be won are listed below. For the sake of clarity, the Winning Participant will only receive one (1) of the prizes listed below only based on their results from participation in the Game. See Game details above for details on how the prize awarded to the Winning Participant is determined.
- Maximum major prize if the Winning Finalist has a successful kick from 30 meters is \$10,000 AUD; or
  - Second major prize if the Winning Finalist has a successful kick from 20 meters is \$1,000 AUD; or
  - Third major prize if the Winning Finalist had a successful kick from 10 meters is \$500 AUD; or
  - Consolation prize if the Winning Finalist does not have a successful kick is \$61.00 AUD.
- (b) Participants' performance in the Game will be reviewed by an independent scrutineer. Prizes are only awarded once results of the Game are successfully verified.
- (c) The Promoter will award the prize to the Participant's nominated bank account.
- (d) The total maximum prize pool is up to \$10,000 AUD (inc. GST).

## 11. Qualifying a Successful Kick

A Successful Kick:

- i. Must be kicked by the Participant from one of the (3) three Kicking Station's and not moved closer or further from the goal or tampered with in any way before the Kick is made;
- ii. Does not allow the Participant to have any practice kicks and the Participant may not touch any of the balls before instructed;
- iii. The ball must travel from the Participants foot and hit the Crossbar post; and
- iv. If the Promoter (and it's third party providers) believes that the Participant has made a Successful Kick, it will be deemed a Successful Kick.

If the Promoter (and its third party providers) believe that The Participant has made a Successful Kick, it will be deemed a Successful Kick (on the proviso the Promoter has supplied unequivocal evidence).

## 12. The Footage

A minimum of two hand-held iPhones will be set up to take Footage of the Game attempted, and this will be supplied by Western United FC to an independent scrutineer, before a prize will be finally awarded. The footage must show unequivocal evidence that the kick was achieved.

## 13. Unclaimed Prize Draw

- (a) If for any reason the Winning Finalist does not claim a prize by the date/time specified by the Promoter they will forfeit their right to the prize and the prize will not be re-awarded.

## 14. General

- (a) 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, tampered with the entry or Game process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. 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.
- (b) Incomplete, indecipherable, inaudible, illegible entries or non-compliant (as applicable) will be deemed invalid.
- (c) If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine

the identity of the entrant.

- (d) Subject to this clause 14, if for any reason the Participant does not take or redeem a prize (or an element of the prize) at or by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- (e) Entrants consent to the Promoter using their name, likeness, image and/or voice (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 hired, distributed, and/or supplied by the Promoter.
- (f) 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.
- (g) In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, epidemic, pandemic the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the Promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
- (h) Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify **the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia that cannot be excluded ("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, death or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion.
- (i) Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) & Western United FC (including its respective officers, employees and agents) are not responsible for and exclude all liability (including negligence) for any personal injury, death or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
  - i. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - ii. any theft, unauthorised access or third party interference;
  - iii. any entry or prize claim 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;
  - iv. any variation in prize value to that stated in these Terms;
  - v. if the Eligible Match or Game event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter;
  - vi. any tax liability incurred by the Participant;
  - vii. use of and/or taking of a prize; or
  - viii. the participation of the Participant in the Game.
- (j) By entering the Promotion, the entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any personal injury, death or any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.
- (k) Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize.
- (l) Entrants are warned that there is a possibility of an accident that may cause injury through their participation in the Game. Any participation in the Game is undertaken at the Participant's own risk.

- (m) The Promoter collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://keepup.com.au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose entrant's PI to any entity outside of Australia.
- (n) The laws applicable in the state of Victoria govern these Terms. Each entrant submits to the non-exclusive jurisdiction of the courts of Victoria and any courts competent to hear appeals from those courts.
- (o) If any provision or part of any provision of these Terms is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the provision (or where possible, the offending part of that provision) is to be severed from these Terms without affecting the remaining provisions.
- (p) These Terms are to be interpreted so that they comply with all applicable laws and if any provision does not comply then it must be read down so as to give it as much effect as possible. The parties agree that they intend to comply with all applicable laws and agree to rectify these Terms if required to give effect to any required changes.
- (q) These Terms replace an earlier set of terms and conditions which continue to apply to all entrants who entered into the Promotion before these updated Terms were published. The Promoter continues to reserve the right to alter these terms and conditions of entry which govern this Promotion as might be required from time to time.
- (r) These Terms contain the entire agreement between you and the Promoter with respect to the Promotion. They set out the only conduct that you have relied upon and supersede all earlier and prior agreement and understandings between you and the Promoter in connection with the Promotion.
- (s) The Promoter's decision relating to all aspects of this Promotion is final and no correspondence will be entered into.