

TERMS AND CONDITIONS OF 'WIN A VIP DOUBLE PASS WITH ANGE POSTECOGLU' **COMPETITION**

1. The Competition will be open from Thursday 3rd November 2022 AEST to Sunday 6th October 2022 5pm AEDST ("Promotion Period").
2. All attendees of the Round Five Western United A-League Men match will be entered into the random draw to win the prize.
3. On Wednesday 9 November 2022 a winner for the prize will be randomly selected using an online randomiser with a witness to the draw from the Club. The winner will be announced by the Club on Facebook on Friday 11 November 2022.
4. The Judges shall have absolute discretion to choose the winning Entries and the Judges' decision shall be final.
5. If the Winner cannot be contacted via the information provided within three attempts, an alternate winner will be selected following the same methodology as explained above.
6. If a Prize is declined by a Winner, the Promoter shall offer that Prize to a new Winner that will be randomly selected as per item 3.
7. If in the event that the venue, date or time of is rescheduled or changed, the Prize will be transferred to and will remain valid for the rescheduled venue, date or time.
8. Prizes are not transferable and are not redeemable for cash. In particular, prizes may not be resold or offered for resale at a premium (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services. If the Promoter suspects any Entrant to be in breach of this clause, the Promoter or the Supplier may, at their absolute discretion, withdraw the Prize and cancel the Promotion. Where a Prize has been withdrawn in accordance with this clause, no refund, substitute or compensation will be offered.
9. The Promoter accepts no responsibility for late, incomplete, lost or misdirected entries or other communications. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches, theft or destruction, any cause beyond the Promoter's control, or unauthorised access to or alteration of the competition. The Promoter may modify, cancel, terminate or suspend the competition. Further, the Promoter at its sole discretion may recommence this competition under the same or similar conditions.
10. If any Prize (or any part of the Prize) becomes unavailable for reasons beyond the Promoter's control, the prize will be cancelled and an alternative prize at the discretion of the promoter will be offered to the winner.
11. If an entrant's contact details change at any time between the date on which they enter the competition and the end of the Promotional Period, that entrant must notify the Promoter of their correct contact details immediately.
12. The Promoter reserves the right to request verification of identity, business address of winners and any other information from entrants relevant to entry into or participation in this competition. Verification is at the discretion of the Promoter; whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, is in breach of these conditions, provides entries that are offensive or otherwise inappropriate in the sole opinion of the Promoter, conspires with others to gain an unfair advantage or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this competition, or who has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct

of the competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

13. The Promoter shall not be liable for any loss, damage or injury suffered or sustained (even if caused by negligence) as a result of accepting and/or using a Prize or in relation to the competition, except for any liability which cannot be excluded by law. Nothing in these conditions restricts, excludes, or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
14. If in the conduct of this competition, the Promoter is liable for a breach of any guarantee, warranty, condition or other term that applies under the *Competition and Consumer Act 2010* (Cth) or is implied by any other commonwealth, state or territory law that cannot by law be excluded, the Promoter's liability under that legislation is limited, to the extent permitted by law, to the cost of replacement of any benefit or Prize won.
15. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage, loss or delay in transit to the Prize.
16. Entrants consent to the Promoter using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter.
17. By entering this competition, entrants consent to the collection, use and disclosure of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth). A copy of the Promoter's Privacy Policy can be viewed on <https://keepup.com.au/privacy-policy>
18. These conditions are governed by the laws of Victoria.