

## ***Western United FC 'Fan Awards Vote 2022/23' 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. Participation in this Promotion is deemed acceptance of these Terms.

### **1. Definitions.**

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

**Winner/s** means an entrant who is randomly selected via random selection program at 275 Melrose Drive, Melbourne Airport on Friday 28 April 2023.

**Event** is the 2022/23 WUFC Gala Awards held on Monday 1 May, 2023 at Victoria Pavilion, Melbourne Showgrounds.

**Promoter** is WMG FOOTBALL CLUB LTD (ABN 21 631 204 003) PO Box 2059 Gladstone Park 3043 VIC.

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

### **2. Promotion Period**

Promotion commences at 7:00pm AEST on 24 April 2023 and ends at 3:00pm AEST on 28 April 2023 nationwide across Australia ("**Promotional Period**").

### **3. Eligible Entrants**

- (a) Entry is only open to all residents aged 15 years and older who are available to attend the Event.
- (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 or be selected as a Winner of this Promotion:**
  - a. Anyone under the age of 15 years old.
  - b. Anyone residing outside of Victoria due to event being held in Melbourne.

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

- (a) To enter, during the Promotional Period, the entrant must vote for one of the fan awards via the below link:
- (b) <https://westernunitedfc.club/playervote/>
- (c) Be an eligible person of entry as defined in Section 3.

### **5. Draw Winner**

- (a) The draw for the Winner will take place on Friday 28 April 2023 at The Hangar at 275 Melrose Drive, Melbourne Airport 3045 at approx 3.00pm AEST.
- (b) Winners will be called by a Western United staff member on the nominated mobile number (supplied on the entry form) on Friday 28 April. The drawn winner must clarify that they can attend the nominated Event to be the winner.
- (c) If the drawn winner cannot attend the nominated Event, then the Western United staff will move on and draw the next randomly selected winner.
- (d) Western United staff will give each drawn winner three (3) phone calls. If the drawn winner does not answer either of the three (3) phone calls they will not be selected, and a new winner will be drawn.
- (e) Drawn winner must live in Victoria

## Publication of Winner

Draw Winners will be notified privately on Friday 28 April 2023.

### 6. Proxy or replacement participant

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

### 7. The Selection

- (a) To be available for selection the entrant must have completed the entry form as mentioned in section 4 above.
- (b) On Friday 28 April 2023, Western United staff will download the data from the entry form.
- (c) They will then use a random selection program to download the data and randomly select two entrants as the winners of the two available prizes.

### 8. The Prizes

- (a) The available prize to be won is listed below. For the sake of clarity, there will be two (2) winners with one (1) prize listed below.
  - Maximum major prize for the two winners is two tickets each to the 2022/23 WUFC Gala Awards valued at \$250 per ticket as well as the opportunity to present the award on stage to the winning player.
  - For sake of clarity Western United FC are giving away four (4) tickets to the 2022/23 WUFC Gala Awards. Two (2) tickets per winner.
- (b) The Promoter will send the tickets and event information via email.
- (c) The Promoter will organise the 'Award Presentation' with the winner prior to the nominated event. This experience must occur on Monday 1 May 2023.

### 9. 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.

### 10. 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 process or engaged in any unlawful or other improper misconduct calculated to jeopardize 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 or illegible entries (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 clause 14, if for any reason a winner 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) 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, as well as any other implied warranties under the ASIC Act 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.
- (h) 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) 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:
- 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 Event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter.
  - vi. any tax liability incurred by a winner or entrant;
  - vii. use of and/or taking of a Prize; or
- (i) As a condition of participating in the promotion, and/or accepting a Prize, the winner may be required to sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- (j) The Promoter collects personal information ("**PI**") 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.
- (k) The Promoter's decision relating to all aspects of this Promotion is final and no correspondence will be entered.