

Western United FC 'Fan Awards Vote 2023/24' 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 1275 Leakes Road, Tarneit on Tuesday 7 May 2024.

Event is the 2023/24 WUFC Gala Awards held on Wednesday 8 May, 2024 at Encore Events Centre, Hoppers Crossing.

Promoter is WMG FOOTBALL CLUB LTD (ABN 21 631 204 003) PO Box 8100 Wyndham Village Shopping Centre, Shop 7A/380 Sayers Rd, Tarneit VIC 3029.

Promotional Period has the meaning set out in clause 2.

2. Promotion Period

Promotion commences at 12:00pm AEST on 1 May 2024 and ends at 5:00pm AEST on 3 May 2024 nationwide across Australia ("**Promotional Period**").

3. Eligible Entrants

- (a) Entry is only open to all residents aged 13 years and older.
- (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 1st 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 13 years old.
 - b. Anyone residing outside of Australia.

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/fanvote2024/>
- (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 Tuesday 7 May 2024 at The Regional Football Facility, Tarneit. Located at 1275 Leakes Road, Tarneit VIC 3029 at approx 3.00pm AEST.
- (b) Winners will be emailed by a Western United staff member on the nominated email address (supplied on the entry form) on Tuesday 7 May. The drawn winner must clarify the information communicate in the email from a Western United Staff member.
- (c) If the drawn winner does not reply within three days, then the Western United staff will move on and draw the next randomly selected winner.
- (d) Western United staff will give each drawn winner one email. If the drawn winner does not answer they will not be selected, and a new winner will be drawn.

- (e) Drawn winner must live in Australia

Publication of Winner

Draw Winners will be notified privately on Tuesday 7 May 2024.

6. The Selection

- (a) To be available for selection the entrant must have completed the entry form as mentioned in section 4 above.
- (b) On Tuesday 7 May 2024, 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 four entrants as the winners of the four available prizes.

7. The Prizes

- (a) The available prize to be won is listed below. For the sake of clarity, there will be four (4) winners with one (1) prize listed below.
 - Maximum major prize for the four winners is a signed A-Leagues match ball and a personalised video message straight from the recipient of each award.
 - For sake of clarity Western United FC are giving away four (4) signed A-Leagues match balls and four personalized video messages from the recipient of each award for each winner
- (b) The Promoter will send the personalized message via email and signed A-Leagues match balls via post.

8. 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.

9. 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.