***Western United FC ‘Dinner with WU’ 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 has purchased a Western United season 24/25 membership in the renewal period (17 July to 31 July) and then is randomly selected via random selection program at WUFC HQ on Wednesday August 7.

**Event** is the Western United ‘Dinner with WU’ promotion. This event will held online at https://wufc.memberlink.net.au/memberhome

**Promoter** is WMG FOOTBALL CLUB LTD (ABN 21 631 204 003)

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

**Competition** Purchase any Western United season 24/25 membership in the renewal period (17 July to 31 July) to be in the running to win.

**2. Promotion Period**

Promotion commences at 12.00pm AEST on 19 July 2024 and ends at 12.00am AEST on 31 July 2024 statewide across Victoria Australia **(“Promotional Period”).**

**3. Eligible Entrants**

1. (a) Entry is open to all aged 18+
2. (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.

**4. How to Enter**

1. (a) To enter, the entrant must have purchased a Western United season 24/25 membership in the timeframe as defined in the Promotion Period via the Western United membership portal <https://wufc.memberlink.net.au/memberhome>
2. (b) Entrants must answer all questions in the above form to be an eligible winner of the promotion.
3. (c) Be an eligible person of entry as defined in Section 3.

**5. Draw Winner**

1. (a) The promotion will conclude on Wednesday 31 July 2024. On 7 August the Promoter will randomly select one entrant who has purchased a Western United season 24/25 membership.
2. (b) Any entrants who have purchased a Western United season 24/25 membership will be put into a random selection program which will randomly select the winner.

(c) The winner will be contacted by a Western United staff member on the nominated email address or mobile number (supplied on the membership portal) at the conclusion of the promotion.

1. (d) Western United staff will email the drawn winner to communicate their prize.

**6. The Selection**

1. (a) To be available for selection the entrant must have purchased a Western United season 24/25 membership as mentioned in section 4 above.
2. (b) At the conclusion of the promotion Western United staff will download the data from the membership portal
3. (c) They will then use a random selection program to input the data into and randomly select one entrant as the winner.

**7. The Prizes**

1. (a) The available maximum major prize to be won is listed below. Please note there are strict guidelines to the prizes listed below as defined in *The Prizes (c)* See details above on how the prize awarded to the Winning Participant is determined.

* Maximum major prize is a Family Dinner with Western United A-League Men Players provided by Pizza D’Asporto.
  + Western United gift hamper
  + $50 Western United Merchandise voucher
  + Food provided by Pizza D’Asporto and Augustus Gelatery

(b) The Promoter will organize the prizes with the winner.

(c) Maximum major prize guidelines as listed below:

* The event will be for a maximum of 45 minutes at a dinner time slot suitable for both the Western United players and the winning entrant. The timing is subject to player availability and therefore subject to change at the club’s discretion
* The event will be a minimum of two Western United A-League players, the specific player talent is subject to player availability and can change at the club’s discretion
* The event will take place in the A-League preseason (no later than 30 September 2024)
* Dietary requirements will be accommodated for. This includes Western United players and winning entrants
* Consent must be given for the promoters (Western United Football Club) for filming/photography of the event
* The maximum amount of people that reside in the home address must be no more than six people
* All aspects of this prize are subject to change at the club’s discretion, this includes substituting the prize for an alternate prize if required

**8. Unclaimed Prize Draw**

1. (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**

1. (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 engaged in any unlawful or other improper misconduct calculated to jeopardize fair and proper conduct of the Promotion.
2. (b) Incomplete, indecipherable, inaudible or illegible entries (as applicable) will be deemed invalid.
3. (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.
4. (d) Subject to clause 9, 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.
5. (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.

1. (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.
2. (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:
3. i. any technical difficulties or equipment malfunction (whether or not under the Promoter’s control).
4. ii. any theft, unauthorised access or third party interference.
5. 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.
6. iv. any variation in Prize value to that stated in these Terms.
7. v. if an of the Eligible Events is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter.
8. vi. use of and/or taking of a Prize; or
9. (i) 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 here Western United 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.
10. (j) The Promoter’s decision relating to all aspects of this Promotion is final and no correspondence will be entered.