

Western United FC 'We Are West' 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 a community club who has reached a certain prize pool by club participants who has purchased a Western United membership and entered their selected community club.

Event is the Western United 'We Are West' 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 On the Western United membership portal, entrants must purchase a Western United membership and select their community club. Entrants will be eligible for prizes once they have reached a certain number of memberships per club.

2. Promotion Period

Promotion commences at 12:00pm AEST on 01 August 2024 and ends at 1:00pm AEST on 29 December 2024 statewide across Victoria, Australia ("**Promotional Period**").

- (a) Western United reserves the right to modify, suspend, or terminate the referral program at any time without prior notice.
- (b) Any changes to the program will be communicated via email or website.

3. Eligible Entrants

- (a) Entry is open to all aged 18+. Entrants are eligible to purchase memberships on behalf of someone under the age of 18.
- (b) The referral program is open to all recognised clubs on this list <https://bit.ly/westclubswufc> with any additional clubs added at the discretion of Western United FC.
- (c) One point will be rewarded for each member that has purchased a Western United membership (e.g. a family with two kids would be four points).
- (d) The referred member may be a new or renewing member of Western United for the 24/25 season.
- (e) In the event of any dispute regarding referrals, Western United reserves the right to make the final decision.

4. How to Enter

- (a) To enter, the entrant must purchase a Western United membership and select their community club.
- (b) Entrants must select their community club to be an eligible winner of the promotion.
- (c) Be an eligible person of entry as defined in Section 3.

5. Club Winner

- (a) The promotion will conclude on 29 December 2024. On this date the Promoter will award/present the winning club at the Western United home match at Ironbark Fields.

(b) Any entrants who have purchased a Western United membership and selected their community club will be in the running to win for their club.

(c) Winner will be contacted by a Western United staff member on the nominated email address at the conclusion of the promotion.

(d) Western United staff will email the winner to discuss their selected prize.

6. The Selection

(a) To be available for selection the entrants must have purchased a Western United membership and selected their community club as mentioned in section 4 above.

(b) At the conclusion of the promotion Western United staff will contact the winner to discuss selected prize and details for presentation at Western United home match at Ironbark Fields.

7. The Prizes

(a) The available prize(s) to be won will be communicated by the club (Western United) in the week commencing 5 August 2024. See details above on how the prize awarded to the Winning Participant is determined.

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

(c) Community clubs will be required to choose the specific reward for each prize tier in consultation with the Community Department at Western United. Prizes will be allocated to community clubs as levels are reached.

(d) The reward will be executed by the Club (Western United) prior to the conclusion of the A-Leagues 24/25 season.

(e) The rewards are stipulated on wufc.com.au and are subject to change at the discretion of the Club (Western United).

(f) Referral rewards are non-transferable and cannot be exchanged for cash.

(g) Western United reserves the right to substitute the reward with an item of equal or greater value.

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 engaged in any unlawful or other improper misconduct calculated to jeopardize fair and proper conduct of the Promotion.

(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 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.

(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 an of the Eligible Events is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter.
- vi. use of and/or taking of a Prize; or

(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.

(j) The Promoter's decision relating to all aspects of this Promotion is final and no correspondence will be entered.