

## Promotion Terms and Conditions

### WIN with City Live 'Man of the match' 2020

#### Promotion Details:

1.	<b>Promotion</b>	WIN with City Live 'Man of the match' 2020	
2.	<b>Promotional Period</b>	<b>Entries Open:</b>	At the beginning of the 'City Live' broadcast, scheduled to begin at 6:00pm AEST Sunday 30 August 2020
		<b>Entries Close:</b>	Ten (10) minutes prior to the end of the post-game City Live broadcast, Sunday 30 August 2020
3.	<b>Eligible Entrants</b>	<p>Residents of Victoria aged 15 years or over and who are:</p> <ul style="list-style-type: none"> <li>• Not an employee of the Promoter and who has no one in their immediate family related to the Promoter;</li> <li>• Have a valid Facebook or YouTube account; and</li> <li>• not otherwise directly connected to the promotion.</li> </ul> <p>Entrants under the age of 18 must have parent or legal guardian approval to enter.</p>	
4.	<b>How to Enter</b>	<p>During the Promotional Period, an Eligible Entrant must submit a vote for the "@EASPORTSFIFAANZ Man of the Match" for the Sydney FC v Melbourne City FC A-League Grand Final match played on 30 August 2020 via nominating a player in the comment section of:</p> <ul style="list-style-type: none"> <li>• the Melbourne City FC Facebook page; or</li> <li>• the Melbourne City FC YouTube channel.</li> </ul> <p>Entry is free, and an Eligible Entrant may submit more than one entry during the Promotional Period.</p> <p>Unless the Eligible Entrant's entry is drawn as a winning entry, the Eligible Entrant's entry shall remain in the draw until the end of the Promotional Period.</p>	
5.	<b>Prize(s)</b>	<b>Prizes:</b>	<p>The prizes consist of:</p> <ol style="list-style-type: none"> <li>1 'EA Sports pack' containing up to 2 EA sports games (at the discretion of the Promoter) worth up to \$100;</li> <li>1 pack of PUMA store vouchers, collectively worth \$300; and</li> <li>1 pack of McDonald's food and beverage vouchers collectively worth \$50.</li> </ol>
		<b>Total Prize Pool:</b>	\$450
		<b>Method:</b>	<p>The winning Entrant(s) will be generated by a draw conducted at random immediately following the end of the Promotional Period.</p> <p>The draw for Prize in Item 5 a) will be drawn first; then the Item 5 b) prize; and finally, the Item 5 c) prize will be drawn.</p>

<b>6. Prize Selection</b>	<b>Date:</b>	30 August 2020
	<b>Time:</b>	Immediately following the close of the Promotional Period
	<b>Location:</b>	CrocMedia studios 111 Coventry Street, Southbank VIC 3006
	<b>Notification:</b>	Each winner will be announced on the City Live broadcast, and then contracted on social media by a Melbourne City FC representative within five (5) days of the broadcast announcement to arrange for distribution of the relevant prize. Winners will be required to provide a reply email acknowledgement to be considered to have accepted their prize and, if the winner is aged between 15 and 18 years old, an acknowledgment from their parent or guardian of acceptance of the competition terms.  Once prize winners have confirmed their mailing address relevant Prizes will be arranged to be mailed to the winners at no cost to the winners.
<b>7. Publication of winners</b>	<b>Website</b>	<a href="https://www.melbournecityfc.com.au/">https://www.melbournecityfc.com.au/</a>
<b>8. Unclaimed Prizes</b>	If the Prize is unclaimed through the Melbourne City FC representative not being able to reasonably identify the winner announced during the 'City Live' broadcast, the prize will be considered unclaimed and is automatically forfeited.	
<b>9. Other</b>	The date of provision of the Prizes will be determined by the Promoter, with consultation from the relevant winner. The winner acknowledges and agrees that the Prizes are required to be provided by the Promoter to the winner within 28 days after the Prize draw.	

# ***Promotion Terms and Conditions***

## **Promotion Terms:**

1. The Promotion Details and the Promotion Terms together form the terms and conditions of entry for the Promotion (**Terms and Conditions**). By participating in this Promotion each entrant accepts and agrees to be bound by these Terms and Conditions.
2. To the extent of any inconsistency between the Promotion Details and the Promotion Terms, the terms of the Promotion Details will prevail. Capitalised terms not otherwise defined in these Promotion Terms have the same meaning as in the Promotion Details. A reference to an Item in these Promotion Terms means the corresponding item in the Promotion Details.
3. The promoter is Melbourne City FC Pty Ltd (ABN 39 128 569 264) of 2 Crissane Road, Bundoora, Victoria 3083 (**Promoter**).
4. Information on how to enter and the prizes form part of these Terms and Conditions.
5. Entry is open to Eligible Entrants set out at Item 3. Directors, officers, management and employees (and the immediate family members of directors, officers, management and employees) of the Promoter or any suppliers, providers, companies and agencies associated with the Promotion are not eligible to enter. "**Immediate family member**" means a spouse, ex-spouse, de-facto spouse, parent, child, sibling or step-child, whether or not they live in the same household.
6. Entrants must be at least the age specified in Item 3. If permitted under Item 3, entrants under 18 years of age must have parental/guardian approval to enter and parental/guardian consent to these Terms and Conditions. If the winner is under the age of 18 years, his/her parent or guardian will be required to consent in writing to these Terms and Conditions.
7. To enter the Promotion, Eligible Entrants must complete the steps set out in Item 4.
8. The Promoter reserves the right, at any time, in its sole discretion, to:
  - (a) verify the validity of entries and entrants (including but not limited to an entrant's identity, age and place of residence); and/or
  - (b) disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; and/or
  - (c) disqualify at any time any entry that, in the opinion of the Promoter, includes objectionable content, profanity or is potentially insulting, inflammatory or defamatory.
9. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of their rights at any stage does not constitute a waiver of those rights.
10. Entries will be deemed to be accepted once Eligible Entrants have completed the steps set out in Item 4. Incomplete, indecipherable or illegible entries will be deemed invalid. No responsibility will be taken for lost or misdirected entries.
11. 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.
12. The Promoter prohibits entries that violate the rights of others, include objectionable content or are unlawful or potentially insulting, inflammatory, defamatory or obscene.
13. Entry to the Promotion will be free of charge.
14. The Winner of the Prize will not be charged a delivery or administrative fee.
15. In accordance with Item 8, if for any reason a winner does not take a Prize by the time stipulated by the Promoter, then that winner's Prize will be forfeited.
16. The Promoter reserves the right to conduct a redraw, in their absolute discretion, in the event an entrant has not claimed a prize within the timeframe prescribed in Item 8. The Promoter will conduct the

unclaimed prize draws on a date determined by the Promoter at the same time and place as the original draw, subject to state/territory regulations, and the winner(s) of that draw will be notified, and their details disclosed, in the same manner as would have been required under the original draw.

17. The Promoter may substitute the winner of a Prize if that person is not readily identifiable and reasonable efforts have been made by the Promoter to identify the winner.
18. If a Prize (or part of a Prize) is unavailable, the Promotes, in its discretion, reserves the right to substitute the Prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The Prize Value(s) in these Terms and Conditions are in Australian dollars, include Australian GST where applicable and are based on the recommended retail value of Prize components at the time of printing.
20. The Promoter accepts no responsibility for any variation in the value of any part of the Prizes. To the extent permitted by law:
  - (a) the Promoter makes no representations or warranties as to the suitability of the Prizes; and
  - (b) no compensation will be payable if, for any reason, a winner is unable to use the Prizes as stated.
21. The winner accepts the Prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax implications that may arise from the Prize.
22. Entrants are not required to be present at the prize draw to be eligible to win, unless
  - (a) entry to the Promotion is only available in the premises in which the draw is to take place; and
  - (b) the draw takes place within 24 hours after the commencement of the Promotion.
23. The winners will be notified in writing by email within the timeframe prescribed in Item 6 using the contact details provided to the Promoter by the Winners. At the discretion of the Promoter, the winners' details may also be published in the public notices section in the newspaper and on the date set out in Item 7. The winners' details will also be published at the website and for the time period set out in Item 7.
24. The Prizes are as stated and cannot be varied or transferred or exchanged for cash or goods. If, for any reason whatsoever, the winner does not take an element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the Prize. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing.
25. Printing errors and other quality control matters will not be used as a reason for refusing a winning entry.
26. The Promoter's decision in relation to any aspects of the Promotion is final and binding on every person who enters.
27. Any ticketed method of draw will allow each ticket in the draw a random and equal chance of being drawn.
28. Subject to the approval of the relevant trade promotion regulators, 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 infection by computer virus, bugs, tampering, technical difficulties, unauthorised intervention or fraud, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant who tampers with the entry process; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
29. The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in the promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

30. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
31. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
32. Entrants consent to the Promoter using the entrant's name, likeness, image, voice and/or entry if they are a winner including photograph, film and/or recording of the same in any media for an unlimited period without remuneration for the purpose of promoting the Promotion including any outcome, and promoting any products, services or materials manufactured, distributed and/or supplied by the Promoter or the supplier of the Prizes and any related use by the Promoter.
33. It is a condition of accepting a Prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.
34. As a condition of accepting the Prize, the winner may be required to sign legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form. If a winner is under the age of 18, a nominated parent or legal guardian of the winner will be required to sign the legal release on the winner's behalf.
35. Except for any liability that cannot be excluded by law, the Promoter and their related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives), exclude all liability (including liability in negligence) for any claim, personal injury, death, loss or damage (including loss of opportunity), cost or expense that may be suffered, incurred or sustained by the entrant or the winner, whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, arising out of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; and/or (e) redemption and use by the winner of any Prize.
36. All entrants in the Promotion, including the winner, provide a release and indemnity to the Promoter and its officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter or their officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the entrant including the winner in relation to the Promotion or the Prize.
37. The Promoter and their related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) take no responsibility for defective Prizes or Prizes damaged or lost in transit, or late, lost or misdirected mail.
38. The release and indemnity in clauses 35 and 36 (each a "**relevant commitment**") is given by each entrant (including the Winners) in favour of the Promoter. It is acknowledged that:
  - (a) the relevant commitment is given by each entrant and the winner for the benefit of the Promoter with the intention that the Promoter is entitled to rely on and enforce the relevant commitment;
  - (b) the benefit of the relevant commitment is held by the Promoter on their own behalf; and
  - (c) the Promoter may enforce and recover under the relevant commitment.
39. Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Promotion (including for the purpose of identifying and notifying the winner). Without limiting the foregoing, the Promoter may disclose entrants' personal information to other parties assisting in the administration of the Promotion including to the Promoter's respective related entities, prize suppliers, external service providers and authorities that regulate this Promotion. By accepting these Terms and Conditions, the entrant consents to the Promoter, their related entities and business partners (as applicable) being able to use the entrants' personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any or all of those parties. The name, address, phone number

and email address of entrants may also be incorporated into the Promoter's mailing lists for future promotional, marketing, publicity, research, profiling and analytical purposes. Entrants may be contacted via electronic text messages, emails, mail and telephone. Melbourne City FC will handle the entrants' personal information in accordance with these terms and its privacy policy which is available at [www.melbournecityfc.com.au](http://www.melbournecityfc.com.au). Entrants may request access to or correction of their personal information held by Melbourne City FC by writing to Melbourne City FC's Privacy Officer at [privacy@melbournecityfc.com.au](mailto:privacy@melbournecityfc.com.au).

40. These Terms and Conditions are governed by the laws of the State of Victoria, Australia and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.