

## **Western United FC 'Show Your Colours at MARS Stadium' 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 MARS Stadium on Saturday 2 April.

**Eligible Match** is the Western United vs. Central Coast Mariners match on 2 April 2022 (kick off at 3.05pm) at MARS Stadium – 725 Creswick Road, Wendouree VIC 3355

**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.

The **West** is defined as the following Local Council Areas:

- BALLARAT
- BRIMBANK
- GREATER GEEELONG
- HOBSONS BAY
- HUME
- MARIBYRNONG
- MELTON
- MOONEE VALLEY
- WYNDHAM

### **2. Promotion Period**

Promotion commences at 4:00pm AEST on 22 March 2022 and ends at 3:05pm AEST on 2 April 2022 nationwide across Australia ("**Promotional Period**").

### **3. Eligible Entrants**

- (a) Entry is only open to all VIC residents aged under 18 years old who are available to attend the Event (defined above) and have tickets to 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 over the age of 18 years old.
  - b. Any professional club for any form of NFL, Football, Soccer, AFL, Rugby Union, Rugby League or other football format.
  - c. Anyone not from either a community football club OR a school representing the West of Victoria.

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

- (a) To enter, during the Promotional Period, the entrant must complete the entry form via the link below:  
<https://westernunitedfc.club/showyourcolours/>
- (b) Entrants must attend the Eligible Match.
- (c) Be an eligible person of entry as defined in Section 3.

## 5. Draw Winner

- (a) The draw for the Eligible Match will take place during half time of the Eligible Match at MARS Stadium at 725 Creswick Road, Wendouree, VIC 3355 on Saturday 2<sup>nd</sup> April at approx 4.00pm AEST.
- (b) Winners must be physically attending the match to be in the running and be in the stadium stands at halftime during the promotion when the winners are announced. Any costs associated with attending the Eligible Match including costs for travel to and from the Eligible Match will be the responsibility of the Participant.

## Publication of Winner

Draw Winners will be published at [www.wufc.com.au](http://www.wufc.com.au) on 3 April 2022.

## 6. Proxy or replacement participant

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

## 7. The Selection

- (a) To be available for selection the entrant must have completed the entry form as mentioned in section 4 above.
- (b) During the match 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.
- (d) Western United staff will select 4 back up winners if the initial two are not at the eligible match.
- (e) At half time the ground announcer will announce the randomly selected winners (two winners). If the winners cannot be identified to be at the eligible match, we will revert to the back-up winners.

## 8. The Prizes

- (a) The available prizes to be won are listed below. For the sake of clarity, there will be two (2) winners with two (2) prizes listed below. See game details above for details on how the prize awarded to the Winning Participant is determined.
  - Maximum major prize for the first Winning Finalist in the 'community clubs/academy' category is \$2,500 AUD
  - Maximum major prize is for the second Winning Finalist in the 'schools' category is \$2,500 AUD
- (b) The Promoter will award the prize to The Participant's nominated club/academy or school bank account.
- (c) The total maximum prize pool is up to \$5,000 AUD (inc. GST).

## 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 Game 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 an Eligible Match or Game 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
  - viii. the participation of a Participant in any Game.
- (i) As a condition of participating in a Game, 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) Entrants are warned that there is a possibility of an accident causing injury through their participation in a Game. Any participation in a Game is undertaken at the Participant's own risk.
- (k) The Promoter collects personal information ("PI") in order 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.
- (l) The Promoter's decision relating to all aspects of this Promotion is final and no correspondence will be entered into.