

## ESSENDON FOOTBALL CLUB "\$200 SCRATCH AND WIN™ DONATION" PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Promotion is offered to members of the Essendon Football Club Limited, aged 18 years and over.
3. The Promoter reserves the right, at any time, to verify the validity of entries/claims and to disqualify any entrant who tampers with the entry/claims process or who submits an entry/claim that is not in accordance with these Terms and Conditions. Errors and omissions will 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.
4. Incomplete, indecipherable or illegible entries/claims will be deemed invalid.
5. Promotion commences on 23/05/2012 and ends for donations at 8pm AEDST on 28/03/2013 or when stocks of scratch cards are exhausted, whichever is first to occur ("Promotional Period").
6. **How to Enter:** To be eligible to enter and receive a scratch card (while stocks of scratch cards last), members must donate a minimum of \$200 to the Essendon Football Club Limited ("EFC") in a single donation and provide their personal details (including their postal address) during the Promotional Period via the EFC website, the EFC emails, EFC staff or People Action Results, the appointed telemarketing company.

Scratch cards will be awarded, while stocks last, as follows: one (1) scratch card will be awarded for each separate minimum \$200 donation made during the Promotional Period; or two (2) scratch cards will be awarded for each separate minimum \$400 donation made during the Promotional Period; or three (3) scratch cards will be awarded for each separate minimum \$500 donation made during the Promotional Period; or four (4) scratch cards will be awarded for each separate minimum \$700 donation made during the Promotional Period; or five (5) scratch cards will be awarded for each separate minimum \$900 donation made during the Promotional Period; or six (6) scratch cards will be awarded for each separate minimum \$1,000 donation made during the Promotional Period. All entries and prize claims must be made in accordance with the entry/claim requirements.

7. Once the EFC has processed the donation(s), the entrant will be sent their scratch card(s). To see whether they have won an instant-win cash prize, entrants must scratch the instant-win panel on the front of their scratch card. If they have won a cash prize it will be detailed beneath the scratch panel.

Instant win cash prizes under \$250 must be claimed at an Australia Post store displaying the Bank@Post sign. All claims for instant win cash prizes under \$250 must be redeemed by 5.00pm AEDST on 30/04/2013. Australia Post will retain and archive the winning scratch card.

To claim an instant win cash prize of \$250 or more, winners must mail in their original scratch card along with their name, address, contact phone number and email address to "Essendon Football Club Limited \$200 Donation Promotion", Suite 11, 210 Toorak Rd, South Yarra VIC 3141. Upon receipt and verification of the scratch card, the Promoter

will send the winner a cheque for the winning prize amount. All claims for instant win cash prizes of \$250 or more must be received by last mail received on 30/04/2013.

8. The Promoter recommends scratch card(s) be sent by registered post, however, this is not a condition of entry and the cost to do so will be the responsibility of the winner.
9. Winners should allow 28 days for receipt of prizes. Winners must provide their name, address and contact phone number and email address to be eligible to receive their instant win cash prize. Failure to provide the scratch card(s) when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of that entrant's entries.
10. All valid entrants will be allocated a unique reference number on their scratch card. The Promoter will hold a detailed record of each reference number and the corresponding entrant. All unique reference numbers will be entered into the Major Prize Draw and subsequent Bonus Prize Draws (if applicable).
11. All draws will take place at Loyalty Marketing, Suite 11, 210 Toorak Road, South Yarra, Victoria, Australia 3141.
12. **Bonus Prize Draws:** There will be 10 Bonus Prize Draws. The first valid entry drawn in each Bonus Prize Draw will win a 2012 EFC team signed mounted football, valued at \$210. The football will be signed by a selection of members of the 2012 EFC team, as determined by the Promoter. Entries close for each Bonus Prize Draw at 8.00pm AEST/AEDST (as applicable in Victoria) on the dates specified in the table below, with the final entries into the Bonus Prize Draws closing on 27/02/2013. All Bonus Prize Draws will take place at 2pm AEST/AEDST (as applicable in Victoria) on the dates specified in the table below. Bonus Prize Draw winners will be notified by mail and winners' names will be published on [www.essendonfc.com.au](http://www.essendonfc.com.au) and [www.winnerslist.com.au](http://www.winnerslist.com.au).

Bonus Prize Draw	Entries close	Draw date
1	27/06/2012	28/06/2012
2	25/07/2012	26/07/2012
3	29/08/2012	30/08/2012
4	26/09/2012	27/09/2012
5	24/10/2012	25/10/2012
6	28/11/2012	29/11/2012
7	19/12/2012	20/12/2012
8	23/01/2013	24/01/2013
9	27/02/2013	28/02/2013
10	20/03/2013	21/03/2013

13. **Major Prize Draw:** The Major Prize Draw will take place on 05/04/2013 at 11am AEST. The first valid entry drawn will win the Grand Prize. The second valid entry drawn will win the Second Prize.

**Grand Prize:** The first valid entry randomly drawn in the Major Prize Draw will be awarded \$30,000.00 cash in the form of a cheque.

**Second Prize:** The second valid entry randomly drawn in the Major Prize Draw will be awarded \$5,000.00 cash in the form of a cheque.

14. Grand Prize winner and Second Prize winner will be notified by phone and mail and published on [www.essendonfc.com.au](http://www.essendonfc.com.au), [www.winnerslist.com.au](http://www.winnerslist.com.au) and in the Herald Sun on 12/04/2013.

15. **Instant Win Cash Prizes:** Cash prizes to be won instantly during the Promotional Period are: 1 x \$1,000, 1 x \$500, 2 x \$200, 4 x \$100, 131 x \$50. Total instant win prize pool is \$8,850.00.
16. There will be a total of 2,500 instant win scratch cards printed for this promotion.
17. Instant winners will be notified immediately in writing via the message under the scratch panel on their scratch card/receipt. Instant winners of cash prizes over \$250 will be published on [www.winnerslist.com.au](http://www.winnerslist.com.au) and on [www.essendonfc.com.au](http://www.essendonfc.com.au) and in the Herald Sun on 03/05/2013.
18. Total potential prize pool is up to \$45,950.00. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
19. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
20. The Promoter shall not be liable for any prize that has been lost, stolen, forged, damaged or tampered with in any way.
21. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
22. Promoter's decision is final and no correspondence will be entered into.
23. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the ASIC Act or the Competition and Consumer Act including the statutory consumer guarantees under the Australian Consumer Law or similar laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot be excluded by law, 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.
24. Except for any liability that cannot by law be excluded, including, the Non-Excludable Guarantees, the Promoter (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 out of: (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 their 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; (e) any tax liability incurred by a winner or entrant; or (f) use of/taking of a prize.
25. 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.

26. Instant win game materials are rendered void if stolen, forged, mutilated or tampered with in any way or if the "void if removed" panel is tampered with in any way, or if the scratch card fails the Promoter's validation test. Unless otherwise due to fraud or ineligibility under these Terms and Conditions all prize claims in excess of the advertised prize pool will be honoured. Printing and other quality control errors will not invalidate an otherwise valid prize claim.
27. A draw for any unclaimed prizes may take place on 10/05/2013 at the same time and place as the Grand Prize Draw, subject to any directions from a regulatory authority. Winners' of the unclaimed prize draw (if any) will be notified in writing, and winners of prizes over \$250 (if any) will be published on [www.essendonfc.com.au](http://www.essendonfc.com.au), on [www.winnerslist.com.au](http://www.winnerslist.com.au) and in the Herald Sun 17/05/2013.
28. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information 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 information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to access, update or correct information to the Promoter. All entries become the property of the Promoter.
29. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (incl. photograph, film and/or recording of the same) in any media for an unlimited period of time without further remuneration or reference for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
30. As a condition of accepting a prize, each winner must 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.
31. The Promoter is Essendon Football Club of Napier Street, Essendon, 2040. ABN 22 004 286 373. Telephone (03) 9230 0300.
32. VIC Permit No. 12/1240.