

**TERMS AND CONDITIONS FOR “WEST ADELAIDE FOOTBALL CLUB
MEMBERS GIVEAWAY - \$250 WESTFIELD VOUCHER” 2020 PROMOTION**

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “West Adelaide Football Club Members Giveaway” Promotion (“Promotion”) is deemed acceptance of these Terms and Conditions. All times stipulated in these Terms and Conditions are based on SA local time.

ELIGIBILITY

2. Subject to condition 3, this Promotion is only open to Australian residents aged 18 years or over.
3. The following are ineligible: (i) employees of the Promoter, the West Adelaide Football Club or (ii) the spouse, defacto spouse, parent, child or sibling (whether natural or by adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.

PROMOTION PERIOD

4. This Promotion commences Friday November 01, 2019 and will close Wednesday December 18, 2019 (9:00am).

HOW TO ENTER

5. Any persons, subject to eligibility criteria, who signs up or renews their West Adelaide FC membership during the promotional period outlined in Item 4, will be automatically entered into the draw to win one prize.

LIMITS ON ENTRY

6. i) Limit of one (1) entry permitted per eligible person membership. ii) The parent, guardian or adult responsible for a Junior Membership is eligible to enter, in addition to their own membership.

DRAW DETAILS

7. The draw will take place at the Promoter’s location, West Adelaide Football Club, 57 Milner Road, Richmond SA 5033 at the time and on the date indicated in Item 4 (Wednesday December 18th). The Promoter reserves the right to draw reserves in case of an invalid entry or invalid entrant.

WINNER NOTIFICATION

8. The provisional winner(s) will be notified in writing within seven (7) days of the draw date. A provisional winner will only be deemed a winner once verified by the Promoter. Any winner of a prize within this promotion will have their name published on the Official West Adelaide Football Club Website (www.westadelaidefc.com.au) and the Official West Adelaide Football Club Facebook page (www.facebook.com.au/westadelaidefootballclub) and/or via West Adelaide Football Club’s Instagram (if applicable) within thirty (30) days of the draw date.

PRIZES

1. The West Adelaide Football Club 2020 Members Giveaway prizes are subject to the Participating Centre's (Westfield) terms and conditions. Entrants are only eligible to win one of the two available prizes.

Prize 1: 1x \$250 Westfield Gift Voucher

Prize 2: 1x \$250 Westfield Gift Voucher

UNCLAIMED PRIZE DRAW

2. The Promoter will conduct an unclaimed prize draw (if required) at the same place as the original draw at the time and on the date indicated in Item 6 to award the prize(s). Winners, if any, will be notified in writing within seven (7) days of the draw date and any winner of a prize within this promotion will have their name published on the West Adelaide Football Club's Official Website and Facebook page (if applicable) within thirty (30) days of the draw date.

GENERAL

3. Incomplete, indecipherable or illegible entries will be deemed invalid.
4. 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.
5. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
6. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of the equal value and/or specification, subject to any written directions from a regulatory authority.
7. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
8. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event 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 this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
9. 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 and Conditions, tampered with the entry process or engaged in any

unlawful or other improper misconduct calculated to jeopardise 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.

10. 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.
11. The Promoter's decision is final and no correspondence will be entered into.
12. Nothing in these Terms and Conditions limit, exclude or modify 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the NonExcludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude 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.
13. Except for any liability that cannot by law be excluded, including the NonExcludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude 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: (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 correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of a prize.

PRIVACY

14. In order to conduct this Promotion, the Promoter needs to collect personal information about each entrant and may for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers, prize suppliers and regulatory authorities. Participation in the Promotion is conditional on providing this information. It is a condition of entry that the entrant agrees to being entered into the West Adelaide Football

Club database. The Promoter, 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 and for such other purposes as set out in the Privacy Policy. Entrants should direct any request to access, update or correct information to the Promoter. All personal details of entrants will be stored in accordance with the Privacy Policy. Upon the entrant's request, all information provided will be removed from our active database. To request details to be removed, please contact the West Adelaide Football Club via emailing reception@westadelaidefc.com.au or by calling 8352 4022. Information will be removed as soon as reasonably possible in accordance with our Privacy Policy and applicable laws. To view the Privacy Policy, please visit <https://westadelaidefc.com.au/privacy-policy/>. All entries remain the property of the Promoter.

15. The "**Promoter**" is the West Adelaide Football Club, 57 Milner Road, Richmond SA 5033.

16. The "**West Adelaide Football Club**" means the Promoter, each of the Promoter's related bodies corporate, each person with whom the Promoter or any of its related bodies corporate is in joint venture or partnership, and each entity, trust, partnership or fiduciary arrangement (including each managed investment scheme) of any nature of which the Promoter or any of its related bodies corporate has been, is or becomes the trustee, manager or responsible entity.

Item 1

Promotion commences: November 1st 9:00am

Item 2

Entries Close: December 18th 9:00am