## **Terms and Conditions**

## 2025 Golden Ticket comp

## **Entry Details:**

- These are the terms and conditions of entry ("Terms and Conditions") for the 2025 Golden Ticket Competition (Promotion). By participating in this Promotion, each entrant (including their parent and/or legal guardian as applicable) (Entrant) accepts and agrees to be bound by these Terms and Conditions.
- The promoter is the Fremantle Football Club Limited ABN (83 006 055 249) of 31 Veterans Parade, Cockburn Central WA 6164, ("Promoter").
- 3. Promotion commences at 9:00am on 18 September 2024 and closes at 9:00am on 29 November 2024

("Promotional Period"). All times indicated in these Terms and Conditions are in AWST.

- 4. There will be 1# winner drawn during the Promotion Period ("Winner").
- This is a game of chance via random electronic draw of all Entries ("Draw").
- 6. The Draw will take place as follows:
  - a. Date: 16 December 2024
  - b. Location: 31 Veterans Parade, Cockburn Central WA 6164
- 7. Subject to clause 8 below, Entry is only open to anyone with a full season reserved seat membership for 2024 on an upfront or two-part payment plan residing in Western Australia excluding directors, management, employees, officers and contractors of the Promoter and other agencies, firms or companies associated with this Promotion and their immediate families. Immediate family means any of the following: spouse, exspouse, 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 first cousin.
- 8. To participate in the Promotion, Entrants must renew their Fremantle Dockers full season reserved seat membership on a two-part or upfront payment plan for the 2025 Toyota AFL Premiership season by the 22 November 2024 (Two-part) or 29 November 2024 (Upfront). If they do not renew by this date (including in circumstances where payment cannot be processed), they will be ineligible to participate in this Competition and their entry will be void. They may however be eligible for a separate competition for unrenewed individuals.
- 9. To win the Prize, Entrants will be selected from the Draw. The Promoter's decision in relation to any aspect of the Promotion is final and binding on every Entrant. No correspondence will be entered into.
- 10. Only one (1) Entry per person is permitted and only one Prize can be won by a single Entry. The Promoter reserves the right to verify the validity of Entries and Entrants (including but not limited to an Entrant's identity, age and place of residence). Incomplete or indecipherable Entries will be deemed invalid. The Promoter may, in its sole discretion, disqualify any Entry which in the opinion of the Promoter includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an Entry that is not in accordance with these Terms and Conditions or who has, in the Promoter's opinion, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promoter. This includes, but is not limited to, entrants using multiple email addresses to register multiple Entries. If a Winner is disqualified and has been awarded a Prize, the Promoter may, in its sole discretion, require that Entrant to return the Prize or reimburse the value of the Prize to the Promotor.
- 11. The cost of accessing the promotional website is the Entrant's responsibility and will be dependent on the Entrant's individual internet service provider. Entry to the Promotion will otherwise be free of charge.
- 12. The Prize consists of a double pass and best seats to the United Cup at RAC Arena valued at \$168 (RRP inc. GST) plus one night accommodation at Crown Perth valued at \$500 (RRP inc. GST)
- 13. The total price of this Promotion is valued at \$668 (RRP inc. GST).
- 14. If any of the Prizes (or part of any Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute any Prize (or that part of the Prize) with another prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

- 15. The Winner will be notified by phone and email on 18 December 2024.
- 16. If the Prize is not claimed within 3 days, the Promoter reserves the right to select a new Winner. The Promoter will conduct the unclaimed prize redraw on a date, time and place as determined by the Promoter and the Winner(s) of that redraw will be notified by phone and email.
- 17. Travel and accommodation and any ancillary costs are not included in the Prize. The Winner is solely responsible for any costs or travel expenses incurred by the Winner when redeeming and participating in the Prize.
- 18. The Prize is 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 and are correct at time of publication.
- 19. The Promoter accepts no responsibility for any variation in the value of any part of the Prizes. To the extent permitted by law the Promoter makes no representations or warranties as to the suitability of the Prizes; and no compensation will be payable if, for any reason, a Winner is unable to use the Prizes as stated.
- 20. An Entrant is not required to be present at the draw to be eligible to win the Prize.
- 21. Entrants consent to the Promoter using their 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 and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 22. 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 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.
- 23. 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, an error (or otherwise act or omission) in connection with the platform on which the Promotion is conducted, 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) to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 24. As a condition of accepting a Prize, the Winner may be required to sign legal documentation as and, in the form, required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.
- 25. 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").
- 26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and any other parties associated with this Promotion (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 or in relation to: (a) this Promotion; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) 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; (e) any variation in Prize value to that stated in these Terms and Conditions; and (f) any tax liability incurred by a Winner or Entrant; or (g) redemption of and/or participation in a Prize.
- 27. 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 its 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 or part thereof.

- 28. All Entries become the property of the Promoter. The Promoter collects personal information ("PI") in order to conduct the Promotion and process membership applications 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 use and handle PI as set out in its Privacy Policy, which can be viewed at <a href="https://www.fremantlefc.com.au/privacy-policy">https://www.fremantlefc.com.au/privacy-policy</a>. 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 Promoter may also disclose your PI to its partners and sponsors, however, only when you opt-in to such disclosure. 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. Unless specified otherwise, the Promoter may disclose Entrant's personal information to any entity outside of Australia (see Promoter's Privacy Policy for details).
- 29. Entrants are responsible for complying with any third party social media platform terms and conditions and the Promoter will not be liable for any loss or damage caused in connection with the Entrant's use of the applicable platform when entering the Promotion.
- 30. This Promotion is governed by the laws of Western Australia. All Entrants submit to the jurisdiction of the courts of Western Australia.