# **Terms and Conditions**

# McDonalds & the Fremantle Dockers Member Grand Final Giveaway [Win Tickets to 2021 Toyota AFL Grand Final]

# Section 1: Schedule

<u>General</u>	
Promotion Name:	McDonalds & the Fremantle Dockers Member Grand Final Giveaway [Win Tickets to 2021 Toyota AFL Grand Final] (Promotion)
Promoter's Details:	Name: Fremantle Football Club Limited (FFC)
	Address: Cockburn ARC, 31 Veterans Pde, Cockburn Central WA 6160
	<b>ABN:</b> 83 066 055 249
	<b>Telephone Number</b> : (08) 9433 7000
	Privacy Policy: <a href="https://www.fremantlefc.com.au/privacy-policy">https://www.fremantlefc.com.au/privacy-policy</a>
Promotion Start/Close Date:	The Promotion starts at 12:00pm WST on 16 September 2021 and closes at 11:59pm AWST on 21 September 2021. ( <b>Promotion Period</b> ). No entries will be accepted after this time.
Entry Details	
Entry Instructions:	All Western Australian residents that are 18 years or over, and are Members of the Fremantle Football Club (Member) are automatically entered into the draw.
	Members may opt-out of the promotion via email to membership@fremantlefc.com.au
Entry Restrictions:	Entry is open to all Western Australian residents that are 18 years or over, and are Members of the Fremantle Football Club.
	Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion, including McDonald's Australia Limited, are ineligible to enter.
Maximum Number of Entries:	Maximum number of entries is once (1) for this promotion per Eligible Member
Winner Determination Details	
Major Prize Draw Details:	Method: Random electronic selection Time: 9:00AM AWST  Date: 22 September 2021 Location: Fremantle Dockers Football Club (Cockburn ARC, 31 Veterans Pde, Cockburn Central WA 6160)

	If the draw is scheduled on a public holiday, the draw will be conducted on the following business day.
Prize Details	
Major Prizes:	There is one (1) major prize to be won at the conclusion of the Promotion Period.
	The prize winner ( <b>Winner</b> ) will win the following prize ( <b>Prize</b> ), which consists of:
	<ul> <li>Two (2) Premiership Terrace tickets to the 2021 Toyota AFL Grand Final.</li> </ul>
Prize Terms:	Prizes are subject to the terms and conditions as imposed by the provider of the Prize, including period of validity and expiry, or any booking or redemption time frames.
	Once dispatched, the Promoter is not liable for any damage (whether lost, stolen, forged or tampered with) or delay occurring in the transit of the Prize.
	The Prize is not transferrable to any other person, for sale or otherwise, and is not redeemable for cash or an alternative prize. Transport transfers and spending money are not included in this Prize.
	Flights and Accommodation are not included in this Prize.
	The Winner must be able to attend the experience on the allocated ticket dates. Please note the date of the 2021 Toyota AFL Grand Final is Saturday 25 September, bouncedown 5.15pm AWST (local time).
	In the event of cancellation or delay to the 2021 Toyota AFL Grand Final for any reason, including but not limited to a COVID-19 related event, the Prize will be void and the Promotion terminated.
	The Promoter will not be liable for any injury, loss, theft or damage to any person or possessions related directly or indirectly to the Prize or the Promotion.
Total Prize Pool:	The total Major Prize pool is valued up to AUD\$4,820 (RRP incl. GST).
Notification, Publication, Ver	ification, Delivery
Notification/Publication of Winner:	The Winner will be notified in writing via email within 1 hour of the draw.
Verification Requirements:	Entrants and the Winner(s) may, at the discretion of the Promoter, be required to provide proof of identity, age and residency to verify their entry ( <b>Proof of Identity</b> ). Identification considered suitable for verification is at the Promoter's discretion.

	If an entrant fails to provide Proof of Identity by the time and date stipulated by the Promoter, their entry will be deemed invalid at the Promoter's discretion.	
	If the Winner fails to provide Proof of Identity by the time and date stipulated by the Promoter, their Prize claim will be deemed invalid at the Promoter's discretion.	
Delivery Date/Prize Claim:	The Prize must be claimed by 10:00am on 23 September 2021 (Prize Claim Date). Subject to verification requirements, the Prize will be delivered within four [4] days of the Prize being awarded to the Winner's details provided by the Member.	
	The Promoter takes no responsibility for an incorrect postal address or email address being provided by the Member. The Promoter is also not liable for any Prize that has been lost, stolen, damaged or tampered with in any way after it has been dispatched.	
Unclaimed Prize Draw		
Unclaimed Prize Draw	In the event the Winner does not claim the Prize by the Prize Claim Date then they will cease to be the Winner and the Promoter will re-draw via the same Method within 24 hours of the Prize Claim Date or notice of rejection by the Winner, whichever is earliest.	
	The new Winner will be notified by the Promoter within one (1) hour of the re-draw, and the Winner will have 24 hours from receiving notification to claim the Prize.	
	For the purposes of these Terms and Conditions, the new Winner will be referred to as "Winner".	

#### **Section 2: Terms and Conditions**

#### General

1. Participation in the Promotion and claim of the Prize constitutes acceptance of these Terms and Conditions (including Section 1: Schedule). Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise.

### **Entry**

- 2. Entry to the Promotion is open to individuals who meet the Entry Restrictions (if any).
- 3. The Promotion will be conducted during the Promotion Period. To enter, entrants must comply with the Entry Instruction during the Promotion Period.
- 4. Entrants in the competition may enter up to the Maximum Entries.
- 5. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.
- 6. The Promoter reserves the right to verify identity as per the Verification Requirements. In the event that a Winner cannot provide suitable Proof of Identity, the Winner will forfeit the Prize in whole and no substitute will be offered.

- 7. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity or other defamatory statements.
- 8. The Promoter reserves the right to disqualify any entrant or winner, who breaches these Terms and Conditions, tampers with the entry process, engages in unlawful, fraudulent, misleading or deceptive behaviour (including any behaviour calculated to jeopardise the fair and proper conduct of the promotion), or damages the goodwill or reputation of the Promoter. This includes, but is not limited to, entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases.
- 9. Inaudible, illegible, incomprehensible or incomplete entries will be deemed invalid.

#### **Prizes**

- 10. The Prize is specified in the Prize Details, and subject to Prize Terms (including those specified below). Total Prize Pool is specified in the Schedule.
- 11. Prize value is based upon the recommended retail price (RRP) at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in Prize value between now and the final Prize redemption date.
- 12. All costs associated with a Prize, which are not expressly included in the Schedule as an element of the Prize, are the responsibility of the Winner. These costs may include but are not limited to, spending money, transfer costs, travel costs, taxes, insurance, or visa costs.
- 13. If the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value, subject to law.
- 14. It is a condition of accepting the Prize that the Winner and their companion(s) must comply with all conditions of use of the Prize and any other requirements, or terms, imposed by the supplier of the Prize and associated parties, including but not limited to Ticketmaster Terms and Optus Stadium Conditions of Entry.
- 15. Entrants acknowledge and agree that there may be inherent risks in the Promotion or the prize. Participation in either may involve participation in dangerous activities. By entering this Promotion and accepting the Prize, entrants accept the risk for themselves and their companion(s).
- 16. The Promoter, McDonalds Australia Limited, and any agencies or companies associated with this Promotion, make no representation as to the safety conditions, political conditions, or other issues that may exist at any destination in connection with the Prize.
- 17. By entering this Promotion, the Winner accepts and acknowledge full responsibility for their decision to participate in this Prize. The Winner is warned that there is a possibility of accidents causing injury, death or property damage in accepting the Prize.

#### **Determination and Notification**

- 18. The Winner will be notified, and their name will be published across the FFC Network and social media platforms. The Promoter and the companies/agencies associated with the Promotion may also publish the name of the Winner on their website(s) and in trade publications.
- 19. The Prize will be awarded to the person named in the valid entry or entries randomly drawn. In the event of any dispute, the Prize will be awarded to the account holder of the entry mechanism used to submit the entry.
- 20. Should an entrant's contact details change during the Promotional Period, it is the entrant's sole responsibility to notify the Promoter.

#### **Claiming Prizes**

- 21. The Prize must be claimed by the Prize Claim Date in accordance with instructions set out in the Schedule. If a Prize is not accepted or claimed by that Prize Claim Date, the Promoter reserves the right to distribute the unclaimed Prizes in accordance with the Unclaimed Prize Draw details specified in the Schedule, subject to any directions given by relevant authorities. Winners of unclaimed Prizes will be notified in accordance with the Schedule.
- 22. In the event (for any reason) a Winner does not take, or participate in (due to any issues including travel), an element of the Prize at the time stipulated by the Promoter, then that Prize will be forfeited and cash will not be awarded in lieu of that element of the Prize. For the avoidance of doubt, this includes if the Prize cannot be taken or participated in owing to COVID-19.

#### **Other Terms**

- 23. The Promoter is not liable for any tax implications that may arise from the Prize winnings.
- 24. The winner agrees to participate, as reasonably required, in media editorial requests relating to the Prize, including being interviewed, photographed and filmed.
- 25. All entrants hereby 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 purposes of promoting this competition, and any products or services supplied by the Promoter.
- 26. It is a condition of accepting the Prize that the winner (or their legal guardian) may be required to sign a legal release in a form determined by the Promoter, in its absolute discretion. If the legal release is not signed within the time specified, the relevant entry will be deemed invalid. Where such event occurs, the Promoter may determine a new winner in accordance with the arrangements specified in the Schedule (Unclaimed Prize Draws).
- 27. The Promoter, McDonalds Australia Limited, and agencies or companies associated with this Promotion will not be liable for any loss or damage whatsoever which is suffered (including indirect or consequential loss) or for any personal injury suffered or sustained in connection with the Prize except for any liability which cannot be excluded by law.
- 28. The Promoter, McDonalds Australia Limited, agencies or companies associated with this Promotion are not liable for (including any costs) any error, omission, interruption, deletion, defect, delay in operation or transmission, network failures, tampering, unauthorised intervention, fraud, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and any cause beyond the control of the Promoter, and reserves the right to take any action that may be available.
- 29. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to properly proceed with the Promotion or Prize on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, computer virus, fraud, tampering, unauthorised intervention, or technical failure, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the competition, subject to direction of the relevant authorities.
- 30. All entries become the property of the Promoter. The Promoter (and its agents, including McDonalds Australia Limited) collect, hold, and use the personal information of entrants for the purpose of conducting this competition, and for future promotion of the Promoter's goods and services in accordance with the Promoter's Privacy Policy.
- 31. The Promoter may disclose entrants' personal information to companies connected with this Promotion and to State/Territory authorities. If the entrant does not agree with the collection, use, holding or disclosure of their personal information, they must not enter this

- competition. If the entrant no longer consents to their details being used, or wish to update, modify or delete their details, the entrant should contact the Promoter.
- 32. The Promoter is Fremantle Football Club (ABN 83 066 055 249 Cockburn ARC, 31 Veterans Pde, Cockburn Central WA 6160, (08) 9433 7000.