

## Terms and Conditions

### Club Competition – 2022 Junior Member Colouring Competition

#### Entry Details:

1. This document contains the terms and conditions of entry and the prizes forming the 2022 Junior Member Colouring Competition (**Promotion**). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is the Fremantle Football Club, 31 Veterans Parade, Cockburn Central WA 6164, ABN 83 006 055 249 ("**Promoter**").
3. Promotion commences at commences at 9:00am, 11 October 2021 and closes at 11:59pm, 31 December 2021 ("**Promotional Period**"). All times indicated in these Terms and Conditions are in AWST.
4. There will be one (1) winner drawn at the end of the Promotion Period, totalling one (1) prize winner ("**Winner**")
5. The Winner will be determined by the following judging criteria:
  - a. This is a game of skill. Each entry will be judged by a representative of the Promoter. Each entry will be judged on the basis of individual creative merit of the submission ("**Judging Criteria**").
6. The judging will be conducted as follows:
  - a. Time: 10:00am
  - b. Date: Tuesday 18 January 2022
  - c. Location: Fremantle Football Club, Cockburn ARC, 31 Veterans Parade, Cockburn Central WA 6160
7. Entry is only open to renewed or new 2022 Junior Members of the Fremantle Football Club, excluding the immediate families of directors, management, employees, officers and contractors of the Promoter and other agencies, firms or companies associated with this Promotion. 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 first cousin.
8. You must be under the age of 14 as at 1/1/2022 to enter this competition.

#### Full Terms and Conditions of Entry:

9. To participate in the Promotion, entrants must:
  - a. Email or post their submission of the colour-in template to [membership@fremantlefc.com.au](mailto:membership@fremantlefc.com.au) or PO Box 381, Fremantle, WA 6959 before the end of the Promotion Period ("**Entry**").
10. To win the Prize, entrants will be judged against the Judging Criteria. The Promoter's decision in relation to any aspect of the Competition is final and binding on every entrant. No correspondence will be entered into.
11. Only one (1) entry per person is permitted. The Promoter reserves the right to verify the validity of entries and entrants. 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 Conditions of Entry 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 and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases. In the event that a winner is disqualified and has been awarded a Prize, that entrant may be required to return the Prize or reimburse the value of the Prize Promoter.
12. The cost of accessing the promotional website will be dependent on the entrant's individual Internet Service Provider.
13. The Prize consists of one (1) twenty-minute meet and greet and kick-to-kick with Andrew Brayshaw ("**Prize**").
14. Total Prize pool of this Promotion is valued at AUD\$1000 (RRP incl. GST)

15. If any of the Prizes (or part of any prize) is unavailable, the Promoter, in its discretion, reserve 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.
16. The winner will be notified by phone and email on 18 January 2022.
17. If the Prize is not claimed within 3 days, the Promoter reserves the right to select a new Winner via the same method.
18. Travel and accommodation costs are not included in the Prize.
19. Time and Date of the Prize will be at a time determined by the Promotor.
20. 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 (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. 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.
22. 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 and any other parties associated with this promotion (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.
23. 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: (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 tax liability incurred by a winner or entrant; or (e) taking/use of and/or participation in a prize.
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. All entries become the property of the Promoter. 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://www.fremantlefc.com.au/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. Unless specified otherwise, the Promoter may disclose entrant's personal information to any entity outside of Australia (see Promoter's Privacy Policy for details).
26. This Promotion is governed by the laws of WA, Australia. All entrants submit to the jurisdiction of the courts of WA.