

## **2021 COMMUNITY ROUND LOTTERY**

### **Draft Terms and Conditions of Entry**

#### **General**

1. Information on how to enter and Prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.
3. The promoter is TLA Merchandise Pty Ltd (ABN 79 119 725 469), Level 4, 109-133 Burwood Road, Hawthorn, VIC 3122.
4. Entry is only open to Victorian and Tasmanian community football clubs ("**Clubs**") whose authorised representative of the Club is a resident of Victoria or Tasmania and is over the age of 18 ("**Eligible Entrant**").
5. Employees and paid contractors (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.

#### **How to enter**

6. To enter, an authorised representative of a Club must, during the Promotional Period (defined below) complete a promotional ordering form by filling in the requested details (outlined in clause 9) and purchase in a single transaction the minimum order (25 units) of Anzac Day Community match-day uniforms specially produced for the Commemorative Community Sport Round ("**ANZAC Community Jumpers**") via the TLA Merchandise ordering system ("**Qualifying Purchase**").
7. Clubs will be offered 1,000 promotional cards with each purchase of Anzac Day Community Jumpers. It is at the discretion of each Club to use the promotional cards as they wish.
8. Upon making a Qualifying Purchase, each Eligible Entrant, via their authorised representative, will be entered into the draw for the chance to win a prize (the "**Entry**"). Entry is not deemed complete until the order for the ANZAC Community Jumpers has been paid for in full and monies received by TLA Merchandise.
9. Entries must be in the name of the Club via authorised representative of the Club. The Club must provide all requested contact details, including the full name of the Club and its authorised representative, valid email address, postal address, to be deemed an Eligible Entrant. Clubs may only enter in their own name or via the name of that Club's authorised representative. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

#### **Number of Entries permitted**

10. Multiple entries are permitted. Each minimum order (25 units) of ANZAC Community Jumpers by a Club will equate to one (1) Entry into the draw to win a prize.

### Open, Close, Draw and Publish dates

11. The Competition starts 15<sup>th</sup> March 2021 at 9AM AEDST and closes 26<sup>th</sup> April 2021 at 11:59PM AEST ('**Promotional Period**'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter prior to the competition close date and time.

### Prize Draw

12. The draw will take place at 8/8 Trawalla Avenue, Toorak, 3142 on 27<sup>th</sup> April 2021 at 11AM AEST. Each entrant will be designated a corresponding numbered ticket and a randomised draw will select three (3) winners from the pool of valid Entries in a game of chance. The method of the draw will allow each Entry in the draw a random and equal chance of being drawn. The prizes will be awarded in the order of the entrants drawn (i.e., first Entry drawn will win the Major Prize, the second Entry drawn will win the Second Prize and the third Entry drawn will win the Third Prize). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
13. The first valid Entry drawn, will win on behalf of their Club, a Nissan X-TRAIL ST, 2021 plated, 2.5L petrol engine 2WD with Xtronic CVT, 5 seats and standard features in Ruby Red and covered by a 5 year/unlimited kilometre warranty, more particulars described at <https://www.nissan.com.au/vehicles/browse-range/x-trail.html>. The vehicle is currently valued at \$31,990 national drive away, including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State) ("**Major Prize**"). Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner of the Major Prize. The Major Prize will be delivered to the winner's closest authorised Nissan dealership in Victoria or Tasmania.
14. The second valid Entry drawn, will receive fifty-two (52) cases (24 pack/330ml) of Great Northern Super Crisp (Bottles) (or similar), valued at up to \$2,340 ("**Second Prize**"). The Second Prize will be delivered to the winner via courier.
15. The third valid Entry drawn, will receive ten (10) Sherrin Footballs, valued at up to \$2,000 ("**Third Prize**"). The Third Prize will be delivered to the winning club via courier.
16. Total prize pool value is up to AU\$36,330.
17. Prizes, or any unused portion of a prize, are not in any way transferable or exchangeable and cannot be taken for cash. Where a prize is unavailable for any reason (including if the prize is abandoned, varied, called off or postponed for any reason), the Promoter may substitute the prize in its discretion for another item of equal or higher value.
18. If for any reason a winner does not take / redeem a prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for Prizes damaged, delayed or lost in transit.
20. The Promoter accepts no responsibility for any tax liabilities that may arise from an entrant winning and accepting a prize in connection with the Promotion.

### Winner Notification Period

21. The winners (and Clubs) will be notified by telephone and email within seven (7) days of the draw and their names will be published on [www.tlaworldwide.com](http://www.tlaworldwide.com) and the promotional Facebook page TLA Worldwide

22. If the winner of the Major Prize, being a Club, through any legal incapacity or otherwise, is unable to register the Major Prize in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the winner and the assignee. The winner must provide the Promoter with certified copies of any requested documentation as required by the Promoter before the Major Prize is awarded. It is a condition of accepting the Prize that the winner (or a representative of the winner/the winner's parent/legal guardian if the winner is under the age of 18) may be required to sign a legal release in a form to be determined by the Promoter in its discretion. The Promoter reserves the right to withdraw or withhold the Major Prize from the winner in the event the winner is unable to meet the requirements and adhere to the reasonable instructions and requests of the Promoter pursuant to this clause.
23. Winners will be responsible for any costs associated with taking their prizes, unless otherwise as set out in these Terms and Conditions.
24. The Promoter will endeavour to have the Major Prize available for delivery (through delivery to the nearest authorised Nissan dealership to the winner as advised by the Promoter) within 28 days of the draw, subject to the winner meeting all requirements as set out in these Terms and Conditions or as notified by the Promoter.
25. The Promoter will courier the Second Prize and the Third Prize to the relevant winners within twenty-eight (28) days of the draw, subject to the winners meeting all requirements as set out in these Terms and Conditions or as notified by the Promoter.
26. The Promoter takes no responsibility where it is unable to contact prize winning entrants who have not provided correct or complete contact details. If an entrant's contact details change during the Promotional Period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
27. A draw for any unclaimed prizes may take place on 27<sup>th</sup> of July 2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within seven (7) days of the draw and their names will be published on [www.tlaworldwide.com](http://www.tlaworldwide.com) and the promotional Facebook page TLA Worldwide.

#### **Additional Prize Information**

28. 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.
29. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached these Terms and Conditions. Each entrant must provide any and all documentation to the Promoter upon request.

30. Entrants (and their Club) 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.
31. The Promoter reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
32. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each entrant. No correspondence will be entered into.
33. 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://tlaworldwide.com/privacy-policy/>. In addition to any use that may be outlined in the Promoter's 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.
34. All Entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.
35. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.
36. 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 2010 (Cth), 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 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.
37. 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 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 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 the prize.

38. If the Promoter does incur a liability to an entrant which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services, determined by the Promoter in its absolute discretion.
39. Under no circumstances with either the Promoter (or any of its suppliers or contractors) or the entrant be liable for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.