



# Geelong Football Club

## Whiskas promotion – who will get more touches?

Promotion	Whiskas promotion – who will get more touches?
Promoter	The Promotion will be conducted by the <b>Geelong Football Club Limited (ABN 67 005 150 818)</b> of GMHBA Stadium, Kardinia Park, La Trobe Terrace, Geelong, Victoria, 3220 (“the <b>GFC</b> ”).
Website	membership.geelongcats.com.au
Entry Restrictions	a) Entry to anyone who enters our Whiskas promotion guessing who will get more touches via benchvote from Monday 14 June – Friday 18 June 5pm.
Method of Entry & Conditions	<p>To be eligible for entry to this Promotion, an individual must comply with relevant Entry Restrictions as stipulated.</p> <p>To enter, Entrants must:</p> <ul style="list-style-type: none"><li>• Select who will get more touches Dangerfield or Bontempelli</li><li>• Fill in all details First Name, Last Name, Mobile Number, Email Address, Postcode</li><li>• Agree to the terms and conditions and privacy policy of the Geelong Cats and agree to receive emails and promotions from Whiskas</li></ul> <p>At the Close of Entry Period, all successful Entrants will go into a random draw.</p>
Entry Period	Opens: Monday 14 June at 09:00am (AEDT) Closes: Friday 18 June at 5:00pm (AEDT)
Draw Details	Major Prize Draw: The Promoter will hold a Major Prize Draw on 23 June at 11.00am (AEDT) Draw Method: A Draw method The Promoter will conduct a random computerised draw of all eligible entrants will be conducted to determine one (1) Major Prize Winner.
Prize Details	1 X Zoom call with captain Joel Selwood (date and time to be decided by the promoter) this will be fulfilled during the 2021 AFL Season 1 x 2021 AFL Team Signed Guernsey
Notification	Winners will be notified by email within five (5) business days of the Draw. Winner will need to provide postal address, email and phone number. The zoom call will be arranged during the 2021 AFL season and the 2021 AFL team signed guernsey will be mailed out.

### **Conditions of Entry**

1. Instructions and information on how to enter form part of these Conditions of Entry. Participation in this Promotion constitutes acceptance of these Conditions of Entry (and Schedule).
2. To the extent that there is any inconsistency between the Conditions of Entry Schedule and the Terms and Conditions; the Terms and Conditions of Entry Schedule will prevail.
3. In these Conditions of Entry,
  - a) all references to Entrants to the Promotion, has been given the meaning of any entrant, finalists, registered participant, prize winners, and/or contestant.
  - b) any capitalised terms used in these Conditions of Entry have the meaning given in the Schedule, unless stated otherwise.

#### **The Promotion**

4. By submitting an entry into this Promotion, entrants warrant that they have read, understand and agree to be bound by these Terms and Conditions and the Schedule to Conditions of Entry.
5. The Promoter may (subject to State Regulations) vary the terms of, or terminate, this Promotion at any time at its absolute discretion without liability to any contestant or other person. The Promoter will not award the prize if the Promotion is terminated.
6. The Promoter's decisions in connection with the Promotion are final and no correspondence will be entered into.

#### **Eligibility & Exclusions**

7. Eligibility to enter the Promotion is subject to the Entry Restrictions. Entrants must at all times comply with the Entry Restrictions. Those Entrants who have not complied, will be disqualified and/or ineligible to redeem a Prize.
8. Entrants are required to take full responsibility for ensuring that they meet the Eligibility Criteria and complies with these Conditions of Entry.
9. Entrants warrant that they are entering this Promotion in a wholly private nature and are not entering on behalf of a business or enterprise activity.
10. Should an Entrants contact details change during the Promotion Period, it is the Entrants' responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
11. The Promoter and/or its representatives may conduct security and/or verification checks (including enforcement of the Verification Requirements) in their absolute discretion to determine the bona fides of an entrant's eligibility to enter the Promotion.
12. Unless otherwise stated in these terms and conditions, no person may participate in this Promotion on behalf of any third party. Any person who is discovered to have used or attempted to use more than one name in entering the Promotion will be disqualified from participating in the Promotion and/or redeeming a prize.
13. The Promoter reserves the right to exclude any persons from the Promotion on the ground of their medical condition or history, for the safety of the Promoter's staff members or others or for any other reason, for example bringing the Promoter's brand into disrepute. The Promoter also reserves the right to disqualify a Contestant for any reason (including but not limited to):
  - a) That person's medical condition or history.
  - b) The preservation of the safety of the Promoter's staff members or any other person or because the Promoter deems that the behaviour of a person may bring the Promoter's brand into disrepute.
  - c) If a person is deemed to not to be eligible to enter or to win.
  - d) If at any stage they engage in, cause or incite physical violence (e.g. punching, slapping), inappropriate, illegal, unsocial or unsafe behaviour; and/or
  - e) If the safety of any of the Promoter's staff member is compromised.
14. Entrants proposing to redeem prizes involving participation in the Promotion where it involves travel or participation in an event, may, at the absolute discretion of the Promoter, first be required to execute a Deed of Release and Indemnity in a form prescribed by the Promoter in order to participate further in the Promotion and/or redeem the prize.

#### **Method of Entry & Draw**

15. The Promotion will be conducted during the Promotion Period.
16. Entrants may enter this Promotion in accordance with Method of Entry. Those entrants, who have not complied the Method of Entry will be disqualified.
17. Inaudible, incomplete, incomprehensible or late entries (whichever is applicable) will not be eligible and will be disqualified.
18. The Promoter reserves the right to disqualify any entry which in the opinion of the Promoter includes any content which may be unlawful, profane, inflammatory, defamatory and/or damaging to the goodwill or reputation of the Promoter.
19. All Entrants acknowledge that the Promoter may rely on these clauses even after the Promoter has awarded or appeared to have awarded the prize to a person or after a person is announced as a Prize Winner. The Promoter reserves its rights to require return of the prize or payment of its value to the Promoter if this occurs.

#### **Prizes & Prize Winners**

20. Information and details about Prize(s) are set out in the Schedule. Prize values are accurate as at the commencement date.
21. All other costs, fees, charges or expenses associated with the Prize(s), which are not specified in the Schedule, are the responsibility of the winner(s) and any Travel Companion.
22. If the prize is awarded via a prize draw, the draw will take place in accordance with the Draw Details.
23. All prizes are non transferable and non exchangeable or redeemable for cash, and must be used on any dates specified in these terms and conditions, by the Promoter and are not redeemable for cash unless cash is specified. If for any reason a prize is not available, the Promoter will substitute it for another prize of equal or higher value (in its discretion), subject to regulatory requirements.
24. All prize values are the recommended retail value as provided by the supplier, are in Australian dollars and are correct at the time of printing. The Promoter takes no responsibility for variations in the prize value. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prizes. Independent financial advice should be sought.
25. No other costs will be included and all expenses (including, but not limited to, the costs of transport to and from a prize venue and meals), other than those specifically referred to in these Terms and Conditions, will be at each Entrants' and (if applicable) their Travel Companion's cost. Accommodation is for room charges only.
26. The Promoter will not be responsible for any changes in times or dates, or cancellations or rescheduling of events that may prevent the prize winner from redeeming the prize or any part of it.
27. The Promoter will not be responsible or liable if for any reason beyond their reasonable control any element of any prize is not provided. The Promoter may, subject to State regulations, substitute a different prize of equivalent value in place of any prize referred to in these terms and conditions.
28. Where the prize involves the winners attendance at or tickets to an event, if any part of the event is cancelled, varied or rescheduled for any reason, then at the Promoter's discretion, the entrants and any Travel Companion will forfeit all rights to attend the relevant event and no cash or alternative tickets will be awarded in lieu of that element of the prize.

29. The Promoter will not be liable for the failure of the winner and any Travel Companion to attend any event for whatever reason, and no cash or alternative tickets will be awarded in lieu of that element of the prize. Obtaining time off work and/or study or related activities to participate in the Promotion and/or a prize will be the sole and absolute responsibility of each contestant.
30. If a prize winner does not take any element of a 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 prize or any part of it.
31. The Promoter reserves the right to request winners to provide proof of identity, proof of residency, proof of age, and proof of a current 2021 Geelong Cats Membership; in order to claim a prize. Proof of identity, residency and/or entry validity considered suitable for verification is at the Promoter's discretion. 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. Database Member – Restricted Entry: The Promoter may specify in the Entry Conditions that edibility of the Promotion is limited to persons registered on a specific membership database managed and owned by the Promoter. Registration to any database listed is free and registration is online at the Promoters website. The entrant must be a currently registered member of the database at the time of entry and at the time of any prize redemption. The Promoter or its representatives may conduct verification checks of the entrant or winner to determine registration of that membership database to ensure bona fides. In the event that the entrants details do not accord with the details of their registration the Promoter may, at their complete discretion, deem that entrant to be ineligible to enter or to win or to redeem a prize in the Promotion.

#### **Release & Indemnity**

33. To the extent permitted by law, all Entrants release from, and indemnify the Promoter against all liability, cost, loss or expense arising out of acceptance of any prize(s) or participation in the Promotion including (but not limited to) loss of income, loss of opportunity, personal injury and damage to property, whether direct or consequential, foreseeable, due to some negligent act or omission or otherwise.
34. The Promoter and its agencies and representatives associated with this Promotion will not be liable for any loss (including but not limited to indirect or consequential loss), damage or personal injury which is suffered or sustained (including without limitation to that caused by any person's negligence) relating to this Promotion or the awarding or taking of the prizes except for any liability which cannot be excluded by law (in which case liability is limited to the minimum amount allowable by law).

#### **Australian Consumer Law**

35. A winner has rights under the Australian Consumer Law and other similar legislation which cannot be excluded, restricted or modified by the Promoter. These rights include a statutory guarantee that any services provided by the Promoter will be rendered with due care and skill and that any goods will be of acceptable quality. These Conditions of Entry do not exclude, restrict or modify those statutory rights in any way. However, to the extent it is permitted by law to do so, the Promoter makes no representations or warranties, express or implied, other than the Australian Consumer Law, regarding the quality and suitability of the prize awarded under these Conditions of Entry and will not be responsible for breach of any such implied terms.

#### **Facebook**

36. Entrants release Facebook and its associated companies from all liability arising in respect of the Promotion and acknowledge that: (a) the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook; (b) any information provided by the entrant in connection with the Promotion is provided to the Promoter and not to Facebook; and (c) any questions, comments or complaints regarding the Promotion will be directed to the Promoter, not to Facebook.

#### **Publicity Materials**

37. Promoter has the right to publicise, broadcast, film, publish and communicate to the public the names, characters, likenesses or voices of any entrants for any promotion or matter incidental to the Promotion.
38. Entrants may be required by the Promoter to participate in photo, recording, video and/or film session(s) (the "publicity materials") and acknowledge that the Promoter has the right to use such publicity materials in any medium (including, without limitation, the internet) and in any reasonable manner it sees fit, unless that person advises the Promoter at the time of entering the Promotion that he/she wishes to retain his/her anonymity.

#### **Copyright**

39. By entering this Promotion all entrants:
  - a) assign to the Promoter all rights including present and future copyright in their entry and the publicity materials in all media (including, without limitation, the internet) and whether in existence now or created in the future;
  - b) agree not to assert any moral rights in respect of their entry and the publicity materials (wherever and whenever such rights are recognised) against the Promoter, its assigns, licensees and successors in title; and
  - c) undertake to the Promoter that their entry is not in breach of any third party intellectual property rights.

#### **Technical Malfunctions / Tampering**

40. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, communication network, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise, injury or damage to entries or to participants' or any other person's computer related to or resulting from participation in or down-loading any materials in this Promotion. If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control, including due to any technical or communications problems, the Promoter reserves the right to amend, suspend or cancel the competition subject to approval from any relevant authority.
41. The Promoter reserves the right to disqualify all entries from any entrant who tampers with, or benefits from tampering with, the entry process or the Promotion. Entrants can enter the Promotion once. Automatically- or computer-generated entries will not be accepted.

#### **Privacy**

42. By participating in this Promotion, each entrant agrees that the Promoter may use and disclose the personal information provided by the entrant for the purpose of conducting the promotion or any draw, and for any of the purposes set out in the Promoter's Privacy Policy (available at [www.geelongcats.com.au/privacy](http://www.geelongcats.com.au/privacy)), which contains information about how you may access and seek correction of your personal information or complain about a breach of your privacy, and how the Promoter will deal with that complaint. You can request to access, update or correct any personal information we hold about you by writing to the Promoter's Privacy Officer at (03) 5225 2360 or by sending an email to [privacy.officer@geelongcats.com.au](mailto:privacy.officer@geelongcats.com.au). Any requests to access, update or correct any information should be directed to the Promoter.