#### TERMS AND CONDITIONS OF ENTRY FOR THE "DON CAM" PROMOTION (PROMOTION)

- 1. Information on how to enter and prize information form part of these terms and conditions of entry (Conditions of Entry).
- 2. Entry into the Promotion is deemed acceptance of these Conditions of Entry.
- 3. The entrant is responsible for ensuring his or her familiarity with the Conditions of Entry at the time of participation. The Promoter's decision not to enforce a specific restriction (whether communicated to an entrant or not) does not constitute a waiver of that restriction or of the Conditions of Entry generally.
- 4. All entrants acknowledge that the Promoter can rely on these Conditions of Entry even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a prize to the ineligible person. Return of a prize or payment of its equivalent value to the Promoter may be required by the Promoter if this occurs.
- 5. The Promoter's decision in relation to any aspect of these Conditions of Entry and the Promotion is final and binding on every person who enters. No correspondence will be entered into.
- 6. The Promoter is George Weston Foods Limited (ABN: 45 008 429 632) of Level 3, 187 Todd Road Port Melbourne VIC 3207 (**Promoter**).

#### **PROMOTION PERIOD**

7. The Promotion will run during halftime at the Melbourne City football game at AAMI Park on Saturday 13 April 2019 (**Promotion Period**).

## WHO CAN ENTER

- 8. Subject to paragraph **Error! Reference source not found.**, entry in the Promotion is only open to Australian residents aged 12 years and over, excluding:
  - (a) management, employees, directors and contractors of the Promoter, its related entities, the Participating Outlets and other agencies, firms or companies associated with the Promotion (including the prize suppliers);
  - (b) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraph 8(a) of these Conditions of Entry;
  - (c) persons who have breached the terms and conditions of any promotion run by or on behalf of the Promoter,

(**Eligible Entrant**). The persons referred to in paragraph 8(b) of these Conditions of Entry includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

9. Entrants less than 18 years old must obtain the consent of a parent or guardian to enter the Promotion.

# **HOW TO ENTER**

- 10. To participate in this Promotion and be eligible to win, Eligible Entrants must purchase a hotdog at AAMI Park during the Melbourne City football game on Saturday 13 April 2019 (Football Game) and pose with the hotdog clearly visible if the Don Cam focuses on the Eligible Entrant during the Promotion Period (Eligible Entry).
- 11. Any costs associated with entering the Promotion are the entrant's responsibility.

#### **VERIFICATION**

- 12. If requested by the Promoter, Eligible Entrants must produce, within the time requested by the Promoter at its absolute discretion appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to enter the Promotion and claim the prize, and compliance with these Conditions of Entry.
- 13. If an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry submitted by the entrant will be deemed invalid. A prize will only be awarded following all verification requirements of the Promoter being met to its satisfaction.

## PRIZE DRAW AND PRIZE INFORMATION

- 14. The Promotion is a game of chance. The winner will be picked at random by a representative of the Promoter at the conclusion of the Football Game half time break (Prize Draw). The winner will be contacted by a representative of the Promoter during the Football Game. The winner must:
  - (a) immediately provide the Promoter's representative with their name, phone number and email address; and
  - (b) by **12 pm on Monday 15 April 2019** provide the Promoter with the winner's Australian bank account details.
- 15. One Eligible Entrant with a valid Eligible Entry drawn in the Prize Draw will win AUD\$1,000 (Prize).
- 16. The Prize will be transferred to the Prize winner's Australian bank account by **Monday 29 April 2019**.
- 17. As a condition of accepting a Prize, the Prize winner must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.

# **NOTIFICATION OF PRIZE WINNERS**

18. The Prize winner will be notified on the scoreboard screen at the conclusion of the Football Game half time break. The Prize winner will then be contacted by a representative of the Promoter in accordance with paragraph 14.

## **UNCLAIMED PRIZE DRAW (IF ANY)**

19. If a Prize is won by an Eligible Entrant and they do not claim the Prize by 21:00 AEDT on **13 April 2019**, the Prize will be forfeited. The Prize will not be redrawn.

# **GENERAL**

- 20. The total value of all Prizes available to be won in the Promotion is \$1,000 RRP (including GST).
- 21. Prizes are not transferable or exchangeable. Prizes must be taken as offered and may not be varied.
- 22. All costs associated or arising in connection with a Prize are the responsibility of the respective Prize winner.
- 23. The Promoter accepts no responsibility for any variation in the value of the Prizes from the time of printing Promotion materials.
- 24. If the Promoter is unable to provide a Prize winner with the nominated Prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated Prize, subject to any directions given by state and/or territory gaming departments.

25. Any entrant who, in the opinion of the Promoter, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win.

## 26. The:

- (a) Promoter, the Promoter's related entities, Melbourne City Football Club and all agencies associated with the Promotion; and
- (b) the employees, agents, directors and contractors, of all entities referred to in paragraph 26(a),

shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a Prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

- 27. The Promoter accepts no responsibility whatsoever for any tax liabilities that may arise from winning or receiving the benefit of a Prize and independent financial advice should be sought by each winner.
- 28. Prize winners must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to winning a Prize, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
- 29. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the promoter reserves the right to seek damages to the fullest extent permitted by law.

#### PERSONAL INFORMATION

- 30. All information entrants provide (**Personal Information**) will be used by the Promoter for the purpose of administering this Promotion and contacting the winners.
- 31. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

#### PROMOTER'S PRIVACY POLICY

- 32. Entrants may view the Promoter's privacy policy by visiting <a href="http://www.georgewestonfoods.com.au/privacy-policy/index.html">http://www.georgewestonfoods.com.au/privacy-policy/index.html</a> The privacy policy details how a privacy complaint can be made.
- 33. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988 (Cth) as well as any other applicable laws.