

Promotion Terms and Conditions

Melbourne City FC membership renewal competition – season 2021/22

Promotion Details:

1.	Promotion	Melbourne City FC membership renewal competition – season 2021/22	
2.	Promotional Period	Entries Open:	12:01am AEST, 1 June 2021
		Entries Close:	11:59pm AEST, 27 June 2021
3.	Eligible Entrants	<p>Victorian residents who:</p> <ul style="list-style-type: none"> were a season 2020/21 Melbourne City FC member; have no outstanding amounts due and payable under their A-League season 2020/21 Melbourne City FC membership; elect to renew their Melbourne City FC membership for A-League season 2021/22 either automatically under the 'City Pay' (previously called the 'City Opt-In') automatic membership rollover program, or otherwise elect to renew their Melbourne City FC membership, in any Eligible Membership Category for A-League season 2021/22; are still enrolled as a Melbourne City FC member at the time of the prize draw; and are not an employee of the Promoter. <p>The eligible Melbourne City FC membership categories for the promotional offer are each of the following: Active; General Admission; City Blue; City Platinum; First Touch; and City Class membership categories (Eligible Membership Categories).</p>	
4.	How to Enter	<p>An Eligible Entrant will be automatically entered in the Promotion if, prior to 11:59pm AEST, 27 June 2021, they elect to renew their Melbourne City FC membership in any Eligible Membership Category for A-League season 2021/22 either:</p> <ul style="list-style-type: none"> automatically through the 'City Pay' (previously called the 'City Opt-In') automatic membership rollover program; or if they have otherwise elected to renew their Melbourne City FC membership, <p>and are still enrolled as a Melbourne City FC member at the time of the prize draw.</p> <p>An Eligible Entrant will be entered into the Promotion once only.</p>	
5.	Prize(s)	Prize:	<p>Prize consists of one Major Prize and 30 Minor Prizes.</p> <p>The Major Prize is 1 x a 'corporate suite matchday experience' comprising a catered corporate suite at a Melbourne City FC home match for the winner and up to 9 guests; which includes:</p> <ol style="list-style-type: none"> attendance entry tickets to the relevant Melbourne City FC home match for the winner and up to 9 guests; Corporate suite for your and your guests' use; and

			<p>3. catered food & beverages at the suite (beer, wine and soft drink) to a maximum value of \$1,500.</p> <p>Final capacity of the suite will be at the discretion of the Promoter and AAMI Park, and may be less than 10 people due to State Government requirements or guidance from the Department of Health and Human Services relating to attendance restrictions.</p> <p>The Minor Prizes are as follows:</p> <ol style="list-style-type: none"> 1. Ten (10) minor prizes where an Eligible Entrant will have their existing A-League season 2021/22 membership paid for by Melbourne City FC (to then be a complimentary membership for that season); 2. Ten (10) minor prizes where an Eligible Entrant will win a \$50 Melbourne City FC online shop merchandise voucher; 3. Five (5) minor prizes where an Eligible Entrant will win a signed A-League season 2021/22 Melbourne City FC PUMA jersey; and then 4. Five (5) minor prizes where an Eligible Entrant will win a personal thank you call from either a Melbourne City FC A-League player or the First Team Head Coach (at the absolute discretion of Melbourne City FC). <p>To accept the Major Prize it is a requirement that the winner and any guests of the winner agree to adhere to AAMI Park's terms and conditions of entry, and any additional terms and conditions of use of the corporate suite.</p> <p>The date of the home match for use of the corporate suite is during A-League season 2021/22 only, and with the relevant home match fixture allocated for the Major Prize being at the absolute discretion of Melbourne City FC.</p> <p>All winners are to be contacted by Melbourne City FC on or around 30 June 2021.</p>
		Major Prize Value:	\$3,000
		Total Prize Pool:	\$10,200
6.	Prize Selection	Method:	<p>The winning Entrants will be determined by draws conducted at random in accordance with the "Date" below, with:</p> <ol style="list-style-type: none"> 1. the Major Prize draw being conducted first; and then 2. draws being conducted for each of the Minor Prizes in the order noted under item 5, <p>whereby once an Eligible Entrant has been awarded a Prize, they are then not considered an Eligible Entrant for any subsequent draw (i.e. an Eligible Entrant may only win one Prize under the Promotion).</p>
		Date:	30 June 2021

		Time:	10am AEST
		Location:	<p>City Football Academy, located at either:</p> <p>2 Crissane Road Bundoora VIC 3083</p> <p>or alternatively,</p> <p>Casey Fields 160 Berwick-Cranbourne Rd, Cranbourne East VIC 3977</p>
		Notification and Delivery:	<p>Each winner will be notified by email within two (2) days of the draw being completed.</p> <p>Winners will be required to provide a reply email acknowledgement by no later than 14 days from the date of the Melbourne City FC Prize notification email to be considered to have acknowledged the awarding of their Prize.</p> <p>Once Minor Prize winners have confirmed their acceptance of the relevant Prize, the prizes will be delivered as follows:</p> <p>For the Minor Prize of a merchandise voucher – the prize will be issued prior to the first Melbourne City FC home match for A-League season 2021/22, provided to the winners in email format, through a unique code to facilitate each winner’s online redemption of the voucher.</p> <p>For the Minor Prize of a signed A-League season 2021/22 Melbourne City FC PUMA jersey – the prize will be delivered by Melbourne City FC to the winner’s address prior to the first Melbourne City FC season 2021/22 home match.</p> <p>For the Minor Prize of a Melbourne City FC personal thank you phone or video call – the timing of delivery will be arranged by Melbourne City FC in conjunction with each winner, but ultimately delivered at the absolute discretion of Melbourne City FC.</p>
7.	Publication of winners	Website	<p>The winners' details will be published at https://www.melbournecityfc.com.au/</p>
8.	Unclaimed Prizes		<p>If the Prize is unclaimed by reply email as noted in item 6, the winner is considered to have forfeited that Prize and that portion of the Promotion may be redrawn.</p>
9.	Other		<p>If a drawn Prize winner is an Eligible Entrant who is under 18 years of age, Melbourne City FC may require that the:</p> <ul style="list-style-type: none"> • contact details of the Eligible Entrant’s parent / legal guardian is provided as part of the verification process; and • promotion T&Cs be signed by the Eligible Entrant’s parent / legal guardian,

in order for the Prize to be validly claimed.

If the drawn Major Prize winner is an Eligible Entrant who is under 18 years of age, in addition to the above requirements Melbourne City FC will require that the Major Prize instead be awarded to the Eligible Entrant's parent/legal guardian, in order for the Major Prize to be validly claimed.

In redeeming the Minor Prize of a complimentary A-League season 2021/22 Melbourne City FC membership in accordance with these terms:

- if the winning Eligible Entrant has multiple Melbourne City FC memberships listed under their name as an 'account holder' the complimentary membership prize will apply to only one price type per that membership account (Adult, Junior, Concession or family); and
- the type of membership to which the Minor Prize is applied will be determined at the absolute discretion of Melbourne City FC.

In redeeming the Minor Prize of a merchandise voucher in accordance with these terms:

- each voucher will have an expiration date of 30 June 2022 and can only be redeemed via the Melbourne City FC online store; and
- unused portions of vouchers after the expiry will not roll over to the following season and will not be refunded.
- the dollar value represented in the voucher (expressed in Australian dollars) can be applied towards purchase of items, delivery fees, or amounts represented as GST applied to the transaction until the maximum stated amount on the voucher is reached; and
- if the value of the winner's nominated transaction (including delivery fees, charges and relevant taxes) is in excess of the voucher value, to complete the transaction the winner will be required to pay the amount in excess of the voucher as per Melbourne City FC's usual payment processes.

In redeeming the Minor Prize of a Melbourne City FC personal thank you phone or video call in accordance with these terms, if a winner is an Eligible Entrant who is under 18 years of age, Melbourne City FC may require that a parent / legal guardian of the winner be present as part of the delivery of the Prize.

Promotion Terms and Conditions

Promotion Terms:

1. The Promotion Details and the Promotion Terms together form the terms and conditions of entry for the Promotion (**Terms and Conditions**). By participating in this Promotion each entrant accepts and agrees to be bound by these Terms and Conditions.
2. To the extent of any inconsistency between the Promotion Details and the Promotion Terms, the terms of the Promotion Details will prevail. Capitalised terms not otherwise defined in these Promotion Terms have the same meaning as in the Promotion Details. A reference to an Item in these Promotion Terms means the corresponding item in the Promotion Details.
3. The promoter is Melbourne City FC Pty Ltd (ABN 39 128 569 264) of 2 Crissane Road, Bundoora, Victoria 3083 (**Promoter**).
4. Information on how to enter and the prizes form part of these Terms and Conditions.
5. Entry is open to Eligible Entrants set out at Item 3. Directors, officers, management and employees (and the immediate family members of directors, officers, management and employees) of the Promoter or any suppliers, providers, companies and agencies associated with the Promotion are not eligible to enter. "**Immediate family member**" means a spouse, ex-spouse, de-facto spouse, parent, child, sibling or step-child, whether or not they live in the same household.
6. Entrants must be at least the age specified in Item 3. If permitted under Item 3, entrants under 18 years of age must have parental/guardian approval to enter and parental/guardian consent to these Terms and Conditions. If the winner is under the age of 18 years, his/her parent or guardian will be required to consent in writing to these Terms and Conditions.
7. To enter the Promotion, Eligible Entrants must complete the steps set out in Item 4.
8. The Promoter reserves the right, at any time, in its sole discretion, to:
 - (a) verify the validity of entries and entrants (including but not limited to an entrant's identity, age and place of residence); and/or
 - (b) disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; and/or
 - (c) disqualify at any time any entry that, in the opinion of the Promoter, includes objectionable content, profanity or is potentially insulting, inflammatory or defamatory.
9. 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.
10. Entries will be deemed to be accepted once Eligible Entrants have completed the steps set out in Item 4. Incomplete, indecipherable or illegible entries will be deemed invalid. No responsibility will be taken for lost or misdirected entries.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The Promoter prohibits entries that violate the rights of others, include objectionable content or are unlawful or potentially insulting, inflammatory, defamatory or obscene.
13. Entry to the Promotion will be free of charge.
14. The winners of a Prize will not be charged a delivery or administrative fee.
15. In accordance with Item 8, if for any reason a winner does not take a Prize by the time stipulated by the Promoter, then that winner's Prize will be forfeited.
16. The Promoter reserves the right to conduct a redraw, in its absolute discretion, in the event an entrant has not claimed a prize within the timeframe prescribed in Item 8. The Promoter will conduct the

unclaimed prize draws on a date determined by the Promoter at the same time and place as the original draw, subject to state/territory regulations, and the winner(s) of that draw will be notified, and their details disclosed, in the same manner as would have been required under the original draw.

17. The Promoter may substitute the winner of a Prize if that person is not readily identifiable and reasonable efforts have been made by the Promoter to identify the winner.
18. If a Prize (or part of a Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The Prize Value(s) in these Terms and Conditions are in Australian dollars, include Australian GST where applicable and are based on the recommended retail value of Prize components at the time of printing.
20. The Promoter accepts no responsibility for any variation in the value of any part of the Prizes. To the extent permitted by law:
 - (a) the Promoter makes no representations or warranties as to the suitability of the Prizes; and
 - (b) no compensation will be payable if, for any reason, a winner is unable to use the Prizes as stated.
21. The winner accepts the Prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax implications that may arise from the Prize.
22. Entrants are not required to be present at the prize draw to be eligible to win, unless
 - (a) entry to the Promotion is only available in the premises in which the draw is to take place; and
 - (b) the draw takes place within 24 hours after the commencement of the Promotion.
23. The winners will be notified in writing by email within the timeframe prescribed in Item 6 using the contact details provided to the Promoter on entry into the Promotion. The winners' details will be published at the website and for the time period set out in Item 7.
24. The Prizes are as stated and cannot be varied or transferred or exchanged for cash or goods. If, for any reason whatsoever, the winner does not take an element of the 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 element of the Prize. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing.
25. Only one prize can be won by any single entrant.
26. Printing errors and other quality control matters will not be used as a reason for refusing a winning entry.
27. The Promoter's decision in relation to any aspects of the Promotion is final and binding on every person who enters.
28. Any ticketed method of draw will allow each ticket in the draw a random and equal chance of being drawn, in accordance with the method noted in item 6.
29. Subject to the approval of the relevant trade promotion regulators, 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 infection by computer virus, bugs, tampering, technical difficulties, unauthorised intervention or fraud, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant who tampers with the entry process; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
30. The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in the promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
32. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
33. Entrants consent to the Promoter using the entrant's name, likeness, image, voice and/or entry if 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 the Promotion including any outcome, and promoting any products, services or materials manufactured, distributed and/or supplied by the Promoter or the supplier of the Prizes and any related use by the Promoter.
34. It is a condition of accepting a Prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.
35. As a condition of accepting the Prize, the winner may be required to sign 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.
36. Except for any liability that cannot be excluded by law, the Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives), exclude all liability (including liability in negligence) for any claim, personal injury, death, loss or damage (including loss of opportunity), cost or expense that may be suffered, incurred or sustained by the entrant or the winner, whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, arising out of the following: (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 its 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; and/or (e) redemption and use by the winner of any Prize.
37. All entrants in the Promotion, including the winner, provide a release and indemnity to the Promoter and its officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter or its officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the entrant including the winner in relation to the Promotion or the Prize.
38. The Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) take no responsibility for defective Prizes or Prizes damaged or lost in transit, or late, lost or misdirected mail.
39. The release and indemnity in clauses 36 and 37 (each a "**relevant commitment**") is given by each entrant (including the winners) in favour of the Promoter. It is acknowledged that:
 - (a) the relevant commitment is given by each entrant and the winner for the benefit of the Promoter with the intention that the Promoter is entitled to rely on and enforce the relevant commitment;
 - (b) the benefit of the relevant commitment is held by the Promoter on its own behalf; and
 - (c) the Promoter may enforce and recover under the relevant commitment.
40. Entry details remain the property of the Promoter. Entrants' personal information used for the Promotion is that which has already been collected by the Promoter as part of the entrant agreeing to purchase a membership of Melbourne City FC Pty Ltd under the terms of the Promoter's Privacy Policy, and the Entrant agrees that the information may also be used for the purpose of conducting and promoting this Promotion (including for the purpose of identifying and notifying the winner). Without limiting the foregoing, the Promoter may disclose entrants' personal information to other parties assisting in the administration of the Promotion including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Promotion. Entrants may be contacted via electronic text messages, emails, mail and telephone. The Promoter will handle the entrants' personal information in accordance with the Promoter's Privacy Policy which is available at www.melbournecity.com.au.

Entrants may request access to or correction of their personal information by writing to the Promoter's Privacy Officer at privacy@melbournecityfc.com.au.

41. These Terms and Conditions are governed by the laws of the State of Victoria, Australia and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.