

**“AFL VIC ‘#LOVETHEGAME to WIN’” CAMPAIGN
TERMS AND CONDITIONS**

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Victorian residents aged 18 years or over. Individuals must have access to the internet to submit an entry.
3. Employees (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 step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. The promotion will be conducted across a 53 day period (“**Entry Period**”). Entries will open and close on the dates and times outlined in the table below.

Entry Period	Entries Open	Entries Close	Prize
Entry Period 1	9am AEST on 01/08/2017	11:59pm AEST on 22/9/2017	Grand Prize \$A brand new set of Sherrin footballs to the value of \$1,500

5. To enter, individuals must complete one of the below actions:
 6. Upload a photo of you with your team to Facebook with #LOVETHEGAME and tag in @AFLVictoria
 7. Upload a photo of you with your team to Twitter with #LOVETHEGAME and tag in @AFLVic
 8. Upload a photo of you with your team to Instagram with #LOVETHEGAME and tag in @AFLVictoria
9. It is the individual’s responsibility to notify their Community AFL Football Club of the nomination.
10. By entering the competition, the individual understands that their entry is to support a Community AFL Football Club, and that they will not personally be a recipient of any prize.
11. Incomplete or indecipherable entries will be deemed invalid.
12. Entries by more than one representative of your team are permitted within the entry period, however, entries must comply with the terms and conditions for social media platform (Twitter, Facebook or Instagram) that is used to lodge the entry as referred to in paragraph 28 of these Terms and Conditions.
13. 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.
14. 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.

15. The entries received during the Entry Period will be drawn at random. The judging will take place at Victorian Responsible Gambling Foundation, Level 6, 14-20 Blackwood Street North Melbourne, VIC 3051 on Wednesday 27 September 2017.
16. The winning entrants and the winning nominations will be notified on Friday 29 September 2017 via AFL Victoria, on the AFL Vic website at aflvic.com.au/lovethegame.
17. The Promoter's decision is final and no correspondence will be entered into.
18. One (1) valid entries will win one of the following for their nominated club:

Entry Period	Prize	Value
Entry Period 1	Grand Prize A brand new set of Sherrin footballs to the value of \$1,500	\$1,500

19. If for any reason a winners does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
20. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification.
21. Total prize pool value is \$1500.00.
22. Prizes are not transferable or exchangeable and cannot be taken as cash.
23. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to Photographs and comments ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
 - a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - d) the Content is the original work of the entrant or the entrant has obtained full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;
 - e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
20. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
22. 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.
23. 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) to modify, suspend, terminate or cancel the promotion, as appropriate.
24. Any cost associated with accessing the webpage is the entrant's responsibility and is dependent on the Internet service provider used.
25. 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 (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.
26. 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) taking and/or use of a prize.
27. 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 and prize suppliers. 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 www.responsiblegambling.vic.gov.au/privacy. 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.
28. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with: the Facebook Terms of Use (which can be viewed at

<http://facebook.com/legal/terms/>), the Instagram promotion guidelines (which can be viewed at https://help.instagram.com/179379842258600?helpref=uf_permalink), the Twitter Guidelines for Promotions (which can be accessed here <https://support.twitter.com/articles/68877>) and Twitter Rules (which can be accessed here <https://support.twitter.com/articles/18311>).

29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter. Facebook, Instagram or Twitter will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
30. The promoter is Victoria Responsible Gambling Foundation (ABN 72 253 301 291) of Level 6, 14-20 Blackwood St, North Melbourne, VIC 3051 ("**Promoter**").