

# MELBOURNE FOOTBALL CLUB LIMITED “Demon Draw”

## TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Promotion is offered to members and supporters of the Melbourne Football Club, aged 18 years and over.
3. The Promoter reserves the right, at any time, to verify the validity of entries/claims and to disqualify any entrant who tampers with the entry/claims process or who submits an entry/claim that is not in accordance with these Terms and Conditions. Errors and omissions will 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.
4. Incomplete, indecipherable or illegible entries/claims will be deemed invalid.
5. Promotion commences on 1/12/2019 and ends for donations at 8pm AEST on 27/09/2020.
6. Once the MFC has processed the donation, the entrant will be sent their ticket.
7. All valid entrants will be allocated a unique reference number on their ticket. The Promoter will hold a detailed record of each reference number and the corresponding entrant. All unique reference numbers will be entered into the Major Prize Draw, and also into the subsequent Early Bird Prize Draw Prize Draw (if applicable, in accordance with the dates outlined below)
8. All draws will take place at Melbourne Football Club, Great Southern Stand, MCG, Brunton Avenue, East Melbourne, Vic

9. Major Prize Draw: The Major Prize Draw will take place on 5/10/2020 at 2pm AEDT. The first valid entry drawn will win the Grand Prize.

10. Grand Prize: The first valid entry randomly drawn in the Major Prize Draw will be awarded \$30,000.00 cash in the form of a cheque.

11. Grand Prize winner will be notified by phone and mail and published on [www.melbournefc.com.au](http://www.melbournefc.com.au), on or before 12/10/2020 (for a minimum of 28 days).

12. The winner of the major draw prize will be invited into the club to receive their cheque.

13. Total potential prize pool is up to \$35,000. Prizes (or any unused portion of a prize) are not transferable (other than as indicated above) or exchangeable and cannot be taken as cash, unless otherwise specified.

14. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize or an element of the prize by the time stipulated by the Promoter, then the prize or that element of the will be forfeited.

15. The Promoter shall not be liable for any prize that has been lost, stolen, forged, damaged or tampered with in any way.

16. If any prize (or part of a prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

17. Promoter's decision is final and no correspondence will be entered into.

18. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory implied guarantees/warranties as provided under the ASIC Act, or the

Competition and Consumer Act including the statutory consumer guarantees under the Australian Consumer Law or similar laws in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot be excluded by law, 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.

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 out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter’s control); (b) any theft, unauthorized 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/taking of a prize.

19. 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, unauthorized 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

20. A draw for any unclaimed prizes may take place on 16/10/2020 at 2.00pm at Melbourne Football Club, Great Southern Stand, MCG, East Melbourne, Vic subject to any directions from a regulatory authority. Winners’ of the unclaimed prize draw (if any) will be notified in writing, and winners of prizes over \$250 (if any) will be published on [www.melbournefc.com.au](http://www.melbournefc.com.au) on or before 19/10/2020 (for a minimum of 28 days).

21. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information 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 information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Entrants should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.

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 of time without further remuneration or reference for the purpose of promoting this promotion (including any outcome), and promoting any products/services manufactured, distributed and/or supplied by the Promoter.

23. As a condition of accepting a prize, each winner must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

24. The Promoter is Melbourne Football Club Limited, Melbourne Cricket Ground, Great Southern Stand, Brunton Avenue, East Melbourne, VIC 8002, A.B.N. 27 005 686 902. Telephone: 03 9652 1111.

### **Payment Plan**

25. **Payment Plan(s):** If a member enters via credit card Payment Plan 1 or 2 they will only be entered in the draw once their payment schedule has been fulfilled. If we receive a chargeback(s) these must be resolved a day before any bonus and major draws for entry to be valid. Entrants of Demon Draw via card payment plan 1 will be entered into the Early Bird Prize Draw that will be drawn on April 15 – any failed payments must be paid by April 14 in to order guarantee entry. Demon Draw via direct debit payment plan 2 will only be eligible for the August bonus draw; however they will be entered in an exclusive draw payment plan 2 entrants that will be drawn in August, the winner of which will receive a signed Home or Away jersey valued at \$150 (or a prize of equivalent value).

26. **Payment Plan 1:** Automatic Payment Plan dates first business day of each month: 2/12/2019, 01/01/2020, 3/02/2020, 2/03/2020, 1/04/2020.

27. **Payment Plan 2:** Automatic Payment Plan dates first business day of each month: 2/03/2020, 1/04/2020, 1/05/2020, 1/06/2020, 1/07/2020.

28. If a member enters via the **One Lump Sum Annual Payment** plan they agree to purchase, 1 ticket (\$200), 2 tickets (\$400), 3 tickets (\$500), 4 tickets (\$700), 5 tickets (\$900), 6 tickets (\$1000), 7 tickets (\$1200), 8 tickets (\$1400), 9 tickets (\$1500) or 10 tickets (\$1650) on an annual basis each year within 7 days of the commencement date of the draw. When the member enters this agreement the onus

is on the member to opt-out a minimum of 14 days prior to the commencement of next season's Demon Draw on November 1<sup>st</sup>.

One ticket will be awarded, while stocks last, as follows: one (1) ticket will be awarded for each separate minimum \$200 donation made during the Promotional Period or five successful automatic payments of \$40 during the Promotional Period; or two (2) tickets will be awarded for each separate minimum \$400 donation made during the Promotional Period or five successful automatic payments of \$80 during the promotional period; or three (3) tickets will be awarded for each separate minimum \$500 donation made during the Promotional Period or five successful automatic payments of \$100 during the promotional period; or four (4) tickets will be awarded for each separate minimum \$700 donation made during the Promotional Period or five successful automatic payments of \$140 during the promotional period; or five (5) tickets will be awarded for each separate minimum \$900 donation made during the Promotional Period or five successful automatic payments of \$180 during the promotional period; or six (6) tickets will be awarded for each separate minimum \$1,000 donation made during the Promotional Period or five successful automatic payments of \$200 during the promotional period; or seven (7) tickets will be awarded for each separate minimum \$1,200 donation made during the Promotional Period or five successful automatic payments of \$240 during the promotional period; or eight (8) tickets will be awarded for each separate minimum \$1,400 donation made during the Promotional Period or five successful automatic payments of \$280 during the promotional period; or nine (9) tickets will be awarded for each separate minimum \$1,500 donation made during the Promotional Period or five successful automatic payments of \$300 during the promotional period; or ten (10) tickets will be awarded for each separate minimum \$1,650 donation made during the Promotional Period or five successful automatic payments of \$330 during the promotional period. All entries and prize claims must be made in accordance with the entry/claim requirements.

29. By accepting the Payment Plan option, you authorise Melbourne Football Club to arrange a transfer of funds from your nominated credit card in amounts and at intervals as advised in these terms and conditions.

30. Entrants can only opt out of the Payment Plan at the conclusion of their last instalment and the first instalment for the following season by contacting the club on 9652 1182. All outstanding payments must be complete at time of opting out.

31. Entrants will be given at least 10 days' notice via email of changes in the new amount of their next season's ticket and to the terms of the Payment Plan agreement.

32. The first instalment will be withdrawn upon receipt of your application, if paying monthly; further payments will be withdrawn on the 1<sup>st</sup> business day of each following month. If any payment

fails to transfer between institutions on the 1<sup>st</sup> business day of the month, further attempts will be made to attempt to clear the fund transfer.

33. Entrants applying for the Payment Plan after the first scheduled payment will have the number of required payments deducted to bring them up to date with the schedule and then subsequent payments at each specified date.

34. If your debit is returned or dishonoured by your financial institution, contact will be made with you by phone requesting immediate payment. Any fees levied to you or your financial institution will be payable by you.

35. It is your responsibility to ensure that: (a) the account details you have provided are correct, including notification should the expiry date change within a payment period; (b) you have sufficient clear funds available in the nominated account on the scheduled drawing date.

36. If you believe that a withdrawal has been initiated incorrectly, please contact the Melbourne Football Club on 9652 1111. You will receive a full refund of the withdrawal amount if we cannot substantiate the reason for drawing.

37. Members will not be provided with reminders or invoices for their payment plan instalments.