

Hertz Fans Pick competition terms and conditions

ELIGIBLE ENTRANTS Eligible Entrance?

- Entrants who are under 18 years of age at the date of entering the competition must have permission from their parent or legal guardian to enter.
- Employees of Hertz Australia and Melbourne Football Club, their immediate families or registered travel companions and any agencies associated with this competition are ineligible to enter.
- Entrants must reside in Australia.

HOW TO ENTER

- The competition period commences at 9.00am AEDT on 8 February 2020 and ends at 11.59pm AEST on 23 August 2020 (**competition period**), and Hertz reserves the right to extend the competition end date at any time (subject to regulatory approval, if required)
- To enter the competition, you must during the competition period, visit the competition page or Melbourne App and complete the online entry form by providing your full name, telephone number, email address and selecting your favourite play of the week.
- No late entries will be accepted.
- A limit of one entry to the weekly competition per person applies.

SELECTION OF WINNER

- The winner will be chosen at random, using an online random number generation tool each Melbourne Football Club's (AFLW & AFL) home and away season win at Hertz head office, 636 St Kilda Road Melbourne, Victoria, Australia 3004. The first valid entry drawn will win the prize.
- The draw will take place on Tuesday at 12:00pm AEST after each win during the competition period.
- The winner will be notified by email or telephone within 2 days of the draw by either Hertz or the Melbourne Football Club.
- The results of the draw will be final and binding and no correspondence will be entered into in relation to the results of the draw. This is a game of chance.

SECOND CHANCE DRAW

- If the winner does not respond within 4 days of being notified that they have won the competition, that winner is not readily identified and reasonable efforts have been made by Hertz or the Melbourne Football Club to identify the winner were unsuccessful, they will automatically forfeit their prize and Hertz reserves the right to select another winner through a second chance draw.
- If necessary, a second chance draw will be held on the 10 days following the selection of the first winner at the same time and place as the first draw. The first valid entry drawn will win any

unclaimed prize. The second chance draw winner will be notified by email or telephone within 2 days of the draw.

- The results of any second chance draw will be final and binding and no correspondence will be entered into in relation to the results of the draw.

PROMOTION AND MARKETING

- By entering the competition the winner agrees to participate in such promotional activity and material as Hertz and Melbourne Football Club may require without remuneration.
- The winner also consents to the use and publication of their name and any other details provided by the winner in any marketing material without any further reference or payment to the winner.

PRIZES

- The prize for all AFLW Melbourne Football Club wins is an AFLW Melbourne Home Guernsey.
- The prize for all AFL Melbourne Football Club wins is an AFL Melbourne Home Guernsey.
- The prize is valued at \$250 per Guernsey.
- The prize does not include any costs associated with redeeming the prize such as travel, meals, spending money or taxes.
- The prize will not be transferable to another person.
- No part of a prize is exchangeable or redeemable for cash or any other prize.
- If the prize is not available for any reason, Hertz reserves the right to substitute the prize with another item of equal or greater value if the winner agrees in writing and subject to any written directions from any applicable regulatory authority. If the winner does not agree despite reasonable attempts by Hertz to reach an agreement and the prize is not available due to circumstances beyond Hertz's control, Hertz may substitute the prize with another item or items determined by Hertz to be of equal or higher value.

STANDARD TERMS

- Please read these competition terms and conditions carefully. If you enter the competition, we will assume that you have read these terms and conditions and that you agree to them.
- Hertz reserves the right to amend the competition and its terms and conditions at any time and for any reason, subject to regulatory approval (if required) and will notify entrants of any such amendments as soon as reasonably practicable on the competition landing page.
- It is the entrant's responsibility to regularly check the competition landing page for any amendments. Any amendments will be applied and interpreted at the sole discretion of Hertz.
- If the competition is not capable of running as planned including by reason of technical failure, fraud or any cause beyond Hertz's control, Hertz may cancel or suspend the competition or invalidate any affected entries, to the extent permitted by law.
- Hertz does not accept responsibility for any entries that are delayed or which are not received for any reason during the competition period.

- Hertz reserves the right to disqualify and entrant that they believe to have tampered, altered or unfairly gained an advantage to the competition entry mechanics. Hertz's decision is absolute and final with no conversation to be entered into.
- Privacy Notice: Hertz and Melbourne Football Club will collect your personal information so you can enter, and they can administer, this promotion. Your personal information is required for The Promoter to contact you in the event that your entry is deemed the winning entry. The Promoter may also use your information for future marketing and promotional purposes. Your personal information will only be disclosed to the Promoter and its related corporate bodies for these purposes. All data is handled in accordance tot The Promoter's Privacy Policy:
<https://www.melbournefc.com.au/privacy>
- To the extent permitted by law, Hertz shall not be liable for any loss, damage or injury suffered in connection with the conduct of the competition or the redemption or use of the prize (including but not limited to direct loss) including :
 - technical or telecommunications problems (such as security breaches, technical website malfunctions or glitches); or
 - acts or omissions (including negligent acts of omissions) of Hertz's servants or agents involved in the conduct of this competition who are acting outside their authority as agent of Hertz.
- Please read Hertz's privacy policy available on the Hertz website at <https://www.hertz.com.au/rentacar/privacypolicy/index.jsp?targetPage=privacyPolicyView.jsp> which tells you how we use any personal information we may collect about you by entering a competition.
- Hertz collects personal information in order to conduct the competition and may, for this purpose, disclose such information to subsidiary and related companies, third parties, including but not limited to agents, contractors, service providers, and any company with whom we are running the competition.
- By participating in this competition, entrants release and hold harmless Facebook from any and all liability associated with this competition, to the extent permitted by law (in which case that liability is limited to the maximum extent permitted by law).
- Hertz and entrants acknowledge that this competition is in no way sponsored, endorsed or administered by, or associated with Facebook.
- Entrants acknowledge that they are providing information to Hertz and not to Facebook.
- Hertz is not liable for any tax implications arising from prize winnings, including fringe benefits tax. Independent financial advice should be sought.
- The laws of New South Wales apply to this competition. Entrants submit to the exclusive jurisdiction of the laws of New South Wales.

PROMOTERS' DETAILS

- This competition is being run by Hertz Australia Pty. Limited ACN 004 407 087 of 636 St Kilda Road, Melbourne, Victoria, Australia 3004.
- To contact Hertz, please call 13 30 39.

