



### 10kg Cadbury Chocolate prize

#### REFERENCE SCHEDULE

No.	Item	Competition
1.	<b>Promotion period</b>	Entries open Monday September 26 at 12.00am AEST and close at 12.00am AEST Monday October 3 2022.
2.	<b>Who can enter</b>	All patrons that have subscribed to the Australian Sports Museum emails via the QR code on display at Gate 3 foyer.
3.	<b>How to enter?</b>	Scan the QR code at Gate 3 and subscribe to Australian Sports Museum emails.
4.	<b>Prize</b>	1 x 10kg block of Cadbury chocolate – to be picked up by the winner.
5.	<b>Selection date</b>	An Eligible Entrants will be randomly selected at 9.00am on Monday 3 October 2022.
6.	<b>Winner notification method</b>	The MCC will notify the winner via email or telephone on Monday October 3 2022.
7.	<b>Criteria for winning Entrant Submissions</b>	A valid email address and Australian phone number.

*\*All times expressed above are AEST.*

#### TERMS AND CONDITIONS

1. Information on how to enter, the draw and prize details including those contained in the Reference Schedule form part of these terms and conditions (**Terms and Conditions**). Entry into the Promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Melbourne Cricket Club of Melbourne Cricket Ground (**MCG**), Yarra Park, Jolimont VIC 3002, ABN 92 871 871 964 (**Promoter**).

#### **Who can enter**

3. Entry to the Promotion is only open to eligible entrants described in Item 2 of the Reference Schedule (the **Eligible Entrant**).
4. The directors, management and employees (and their immediate families) of the

Promoter and its related entities, printers, suppliers, providers and agencies who are directly associated with the conduct of this Promotion, are ineligible to enter the Promotion.

5. Patrons that scan the QR code at Gate 3 and enter the necessary details to enter the Promotion or win a prize set out in Item 4 of the Reference Schedule.
6. The Promoter reserves the right to request entrants provide proof of age, identity and residency prior to redeeming the prize. The Promoter may determine, at its discretion, what form of identification is suitable for verification.

#### **How to enter**

7. Entry is open for the promotion period set out in Item 1 of the Reference Schedule (the **Promotion Period**).
8. To enter the Promotion, Eligible Entrants must follow the steps in Item 3 of the Reference Schedule.
9. The Promoter accepts no responsibility for late, lost, delayed, incomplete, illegible, or misdirected entries by the Eligible Entrant.
10. Each Eligible Entrant may have only one entry in the Promotion Period.
11. Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person or organisation.
12. Any costs associated with accessing the internet to participate in this Promotion are the Eligible Entrant's responsibility and are dependent on the Eligible Entrant's internet service provider.
13. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the registration process or who submits an entry that is not in accordance with these Terms and Conditions.

#### **Selection of winners**

14. The Promoter will generate a list of all valid Entrant Submissions by Eligible Entrants from the Promotion Period.
15. One winner will be determined from the list of valid Entrant Submissions by Eligible Entrants on the date set out Item 5 of the Reference Schedule at the Melbourne Cricket Club offices.

16. The relevant winner of the Promotion will be determined and selected by a panel of four appointed representative of the Promoter who will assess and judge the Entrant Submissions in accordance with the criteria described in Item 7 of the Reference Schedule.
17. The winner will be notified via the methods set out in Item 6 of the Reference Schedule.
18. The Promoter's decision in relation to any aspect of the Promotion and, in particular, the selection of the winner, is final and binding on each person who enters. No challenge to the decisions of the Promoter will be accepted or acted upon in any way.

#### **The prizes**

19. The prize for the Promotion is set out in Item 4 of the Reference Schedule.
20. The prize value is based on the recommended retail price, including GST (where applicable). The value of the prize is accurate at the date of commencement of the Promotion Period. The Promoter accepts no responsibility for any variation in prize value.
21. The prize must be taken as offered and cannot be varied. The prize, or any part of the prize, are not transferable or exchangeable and cannot be taken as cash.
22. Any ancillary costs associated with redeeming any of the prizes, including travel costs, spending money, or meals, are not included. These costs are the sole responsibility of the winners.
23. If the prize is not available for any reason, the Promoter reserves the right in its absolute discretion to substitute an alternative prize to the same and equal recommended retail value and/or specification.

#### **Exclusion of liability**

24. To the extent permitted by law, the Promoter (including each of its officers, employees and agents) will not be liable for any loss, damage or personal injury (including liability in negligence) or any loss of opportunity whether direct, indirect, special or consequential arising in any way out of the entrant's participation in the Promotion or in connection with any of the prizes. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a prize.
25. Except for any liability which cannot be excluded by law, the Promoter:
  - is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof in connection with this Promotion;
  - accepts no responsibility for any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Promotion, or by any technical error that may occur in the course of this Promotion; and
  - accepts no responsibility for any error, omission, interruption, deletion, defect,

delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries or entrants' details.

### **Intellectual Property**

26. Without limiting any of the provisions of these terms and conditions, the Promoter requires that any entry fully complies with these terms and conditions and must not include or make reference to the intellectual property rights of any person, including, without limitation, any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third party materials.
27. Any entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate, or encourages or to infringe any intellectual property rights or other rights of any person, corporation or entity, or is otherwise contrary to the law will not be accepted as eligible entries into the Promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion. The Promoter may remove any content without any notice to the entrant for any reason whatsoever.
28. By uploading, commenting or otherwise making available any content in connection with the Promotion, the entrant grants to the Promoter a non-exclusive, worldwide, royalty free, perpetual licence to use, publish, reproduce and otherwise exploit that content in any form for any purpose. Each entrant acknowledges that any intellectual property rights created by them in taking part in this Promotion vests in the Promoter upon creation. To the extent any ownership does not vest in the Promoter they assign all intellectual property rights (if any) as a result of this Promotion. Each entrant unconditionally, perpetually and irrevocably waives any moral rights (as defined in the *Copyright Act 1968* (Cth) that they have in any content or other intellectual property created as a result of this Promotion.
29. *"Intellectual property rights"* means all present and future intellectual and industrial property rights throughout the world, including (but not limited to) all rights in respect of copyright in all literary works, artistic works, any other works or subject matter in which copyright subsists and may in the future subsist.

### **Privacy and publicity**

30. By participating in this Promotion, each entrant understands and agrees that the Promoter and its related entities may use and disclose the information provided by them in relation to this Promotion for the purpose of conducting this Promotion including by providing any personal information of the winner to third parties (including prize suppliers) for the purpose of administering the Promotion and for any of the purposes set out in the Promoter's privacy policy, which is available at <https://www.mcc.org.au/privacy>.
31. An entrant can request to access, update or correct any personal information held about them by the Promoter by writing to the Customer Service Manager at PO Box 175, East Melbourne, Victoria 8002.
32. It is a condition of acceptance of any prize that any winner consents to the Promoter and its related bodies corporate and their agents using the winner's name, image, likeness and/or voice in promotional and other material. Without limitation, the winner consents to being filmed, photographed or otherwise recorded while taking or using any prize, and they consent to the Promoter copying, broadcasting or

communicating to the public any such film or image anywhere in the world for an unlimited period, or allowing any third person to do so, including repeating any such broadcast, film or other recording, without compensation, for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

#### **Termination**

33. In the event of war, terrorism, state of emergency, venue unavailability or disaster and other events outside the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to State regulation.
34. If for any reason this Promotion is not capable of running as planned (including but not limited to) infection by computer virus, website unavailability, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion (subject to State regulation) to cancel, terminate, modify or suspend the Promotion.

#### **Consumer law**

35. 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 2010* (Cth), as well as any other implied warranties under any similar consumer protection laws in the State and Territories of Australia.