

## 12 Days of Christmas – Day 5 (Westfield Gift Cards)

(the *Promotion*)

### TERMS AND CONDITIONS

All information in this document forms part of the Terms and Conditions of the Promotion, including the Schedule and Terms of Entry. By entering the Promotion, participants are deemed to accept these Terms and Conditions.

#### SCHEDULE

Subject	Terms
<b>Name of Promotion</b>	12 Days of Christmas (Day 5) – Win 1 of 2x \$250 Westfield Gift Cards
<b>Promoter</b>	Name: Football Australia Limited ABN: 28 106 478 068 Address: Level 22, 1 Oxford Street, Darlinghurst NSW 2010 Phone: (02) 8020 4000 <i>(Promoter)</i>
<b>Permit number(s)</b>	N/A
<b>Eligibility</b>	Entry to the Promotion is open to residents in Australia who: <ul style="list-style-type: none"> <li>(a) are 18+ years of age; or</li> <li>(b) have parent/guardian approval to enter and the parent/guardian has read and consented to these terms and conditions.</li> </ul> <p>Employees (and their immediate families) of the Promoter and its contractors and agencies associated with the Promotion are ineligible to enter.</p>
<b>State/Territory</b>	Australia
<b>Promotional Period</b>	The Promotion starts at 9:00am AEDT on Thursday, 17 December 2020 and closes at 8:59am AEDT on Friday, 18 December 2020. <i>(Promotional Period)</i>
<b>Method of Entry</b>	To enter, participants must complete the following during the Promotional Period: <ul style="list-style-type: none"> <li>(a) Follow any of the Football Australia Social Media channels (Socceroos, Westfield Matildas, FFA Cup, MiniRoos, National Premier Leagues) on Facebook, Twitter or Instagram; and</li> <li>(b) Reply to the following question in 25 words or fewer on the Promotion social media post (<i>Response</i>):</li> </ul>

	<i>What would you like from Santa this Christmas?</i>
<b>Number of entries</b>	One (1) entry per participant only.
<b>Selection of winner(s)</b>	<p>This is a game of skill. There is no element of chance involved.</p> <p>Two (2) winners will be selected by the panel of judges based on both the creativity and originality of the Response.</p> <p>The Promoter's decision in this matter is final and no correspondence will be entered into.</p> <p>The judging will be conducted at the Promoters' offices at 10.00am on Friday 18 December 2020</p>
<b>Prize(s)</b>	<p>Each winner will receive:</p> <p>(a) 1x \$250 Westfield Gift Card</p>
<b>Total prize pool value</b>	\$500
<b>Method of notification</b>	The winner will be notified via direct message on social media by the Promoter on Friday 18 December 2020.
<b>Prize delivery</b>	Gift Cards will be sent via Standard Mail
<b>Redraw or redetermination of winner(s)</b>	If the winner does not respond to the Promoter via direct message within five (5) days of being notified, the prize will be forfeited and a re-judging will take place to determine new winner.

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## TERMS OF ENTRY

### ENTRY

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1. Entry is open to participants that meet the eligibility criteria as described in the Schedule. To enter, participants must follow the method of entry during the Promotional Period as set out in the Schedule.
2. Entries are deemed to be received at the time the Promoter receives the entry and not at the time of the submission by the entrant.
3. The Promoter reserves the right to verify the validity of entrants and entries (including a participant's identity, age and place of residence to enter this Promotion). Entrants must fully cooperate with the Promoter in relation to any such verifications.
4. Entries that are, or include, obscene, offensive, defamatory, inappropriate, unsuitable or infringing content as determined by the Promoter at its sole and absolute discretion will be deemed invalid and are not eligible to win.
5. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence, whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. However, the Promoter may (but is not obliged to) at its discretion accept an entry which contains errors or omissions.
6. All costs associated with entering this Promotion (including without limitation, costs in accessing any website) are the responsibility of the entrant.

### INTELLECTUAL PROPERTY

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7. All entries submitted become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all of their rights, title and interest (including copyright) in and to their entry and any other material submitted as part of or in association with an entry (**Material**) to the Promoter and consent to the Promoter using the entry and Material in any manner the Promoter wishes (including modifying, adapting or publishing the entry and Material in whole or in part or not at all), by way of all media, including, without limitation, posting their entry and Material (whether in original form or a modified or adapted by the Promoter as permitted under this paragraph) on the Promoter's website without payment to the entrant (of royalties, compensation or otherwise). Each entrant warrants to the Promoter that each Entry submitted is an original creative work of the entrant, which does not infringe the rights of any third party. Entrants agree to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty and consents to any use of their entry which may

otherwise infringe their moral rights pursuant to the *Copyright Act 1968* (Cth).

### PRIZES

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8. Prizes will be awarded and delivered in accordance with the process set out in the Schedule.
9. If the Promoter requests, the winner must provide the Promoter with proof of identity documentation before being eligible to claim a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that winner's entry will become invalid. The prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
10. If any prize or portion of the prize is unavailable, the Promoter may at its sole and absolute discretion substitute the prize or portion of that prize with a prize of equal value and/or specification, subject to any directions from any regulatory authority, if applicable.
11. Prizes are not transferable or exchangeable and cannot be taken as cash. Stated prize values are the recommended retail value (including GST) in Australia dollars as provided by the supplier and are correct at the time of publication.
12. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the Promoter's reasonable requirements and directions. This includes participation in any promotional activity (such as an appearance or photography) in relation to the Promotion. The winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
13. If for any reason whatsoever a 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. The prize is not redeemable for cash and is not transferable.
14. Entrants must only enter in their own name. The Promoter reserves the right to request the winners to produce appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm their identity, age, eligibility to enter and claim a prize and any information submitted by the entrant in entering the Promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entrant has not been verified or validated to the Promoter's satisfaction within the time requested, that winner's entry will become invalid. The prizes will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.

15. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in its absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize.
16. Prizes and participation in the Promotion may be subject to further conditions imposed by the supplier or organiser of the prize.

#### **PRIVACY**

17. The Promoter collects personal information about entrants to include entrants in the Promotion and where appropriate award prizes. By entering this Promotion, the entrant acknowledges and agrees that the Promoter may use this personal information in accordance with this clause and as otherwise set out in the Promoter's privacy policy. If the personal information requested is not provided, the entrant may not participate in the Promotion. By participating in the Promotion, each entrant also acknowledges that a further primary purpose for collection of entrants' personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact entrants in the future with information on special offers or provide entrants with marketing materials via any medium including mail, telephone and commercial electronic messages. By entering this Promotion, the entrant further acknowledges and agrees that the Promoter may share information with its Australian related companies and promotional partners who may contact entrants with special offers in this way. Entrants may access, change and/or update their personal information by contacting the Promoter on (02) 8020 4000 during office hours. A copy of the Promoter's privacy policy is available at: [www.ffa.com.au/privacy](http://www.ffa.com.au/privacy).

#### **SOCIAL MEDIA**

18. If the method of entry involves the use of a third party social media platform (such as Facebook, Instagram, Twitter or YouTube), the entrant agrees to hold harmless, defend and indemnify that third party social media platform from and against any and all claims, demands, liability, damages or causes of action (however named or described), losses, costs or expenses, with respect to or arising out of or related to (i) the entrant's participation in the Promotion, or (ii) the entrant's participation in any prize related activities, acceptance of a prize and/or use or misuse of a prize (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)).
19. This Promotion is in no way sponsored, endorsed or administered by, or associated with, any third party social media platform used as a method of entry (including Facebook, Instagram, Twitter or YouTube).

#### **GENERAL**

20. All of the Promoter's decisions are final and binding, and no correspondence will be entered into regarding

the decisions. All decisions are made at the sole and absolute discretion of the Promoter.

21. 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, 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.
22. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.
23. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where 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 their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; any variation in prize value to that stated in these Terms and Conditions;
  - (d) any tax liability incurred by a winner or entrant; or
  - (e) use of the Prize.
24. Entrants acknowledge that there may be inherent risks in participating in the Promotion or the prize and agree to accept the risk that comes with entering the Promotion or participating in the prize.
25. The entrant agrees not to bring any claim or proceeding against Promoter (including its officers, employees and agents) for any damage, loss, injury or liability you may suffer in participating in this competition or otherwise connected with you accepting and performing the prize.
26. Any term in these Terms and Conditions that is either wholly or partly unenforceable will be severed to the extent necessary to make the remaining terms of these Terms and Conditions enforceable.