

Terms and Conditions for 2024 Signed Guernsey

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1. GENERAL

- 1.1 The promoter of the Promotion is the Hawthorn Football Club Ltd (ACN 005 068 851) (Promoter).
- 1.2 By entering this Promotion, Entrants agree to be bound by these Terms and Conditions. Information on how to enter and prizes form part of these Terms and Conditions.
- 1.3 For the purposes of the Terms and Conditions, the Promoter includes all related and subsidiary companies, past, present and future officers, agents, representatives, employees and assigns.
- 1.4 This Promotion is governed exclusively by the laws of Victoria.
- 1.5 Unless the contrary intention appears, a reference in these Terms and Conditions or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia. All references to dollar amounts are inclusive of goods and services tax (GST).

2. DEFINITIONS

In this Agreement:

Entrants	Australian residents aged 18 years and over with an Australian postal address
Entry Period	Starts at 8am AEST on Tuesday, 23 April 2024 and closes at 11:59pm AEST on 31 July 2024.
Entry	(a) Enter via the pop up via https://membership.hawthornfc.com.au/ (b) Submit all required fields to register your details
Exclusions	Employees of the Promoter and the suppliers and agencies associated with this Promotion and their immediate families, and any person involved in the management of any organisation which will benefit from the Promotion. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent
The Draw	The winning entrant will be drawn through random selection via an electronic draw on Thursday, 1 August 2024 at approximately 9am AEST
Limit	One (1) entry per person
Notification	By email/mobile on Thursday, 1 August 2024 at approximately 2pm AEST
Prize	1 x 2024 AFL Team Signed Guernsey
Prize Conditions	Prize elements to be delivered by mail or in person, determined in conjunction with the Prize winner
Promoter	Hawthorn Football Club Limited (ACN 005 068 851) of Bunjil Bagora, 3/2 Stadium Circuit, Mulgrave VIC 3170

Promotion 2024 AFL Team Signed Guernsey

Total Prize Value \$1000

3. ELIGIBILITY

- 3.1 Entry is open only to the Entrants, excluding the Exclusions.
- 3.2 This Promotion will be conducted during the Entry Period. Entries must be received by the Promoter during the Entry Period. Entries received after the Entry Period will not count towards the Promotion. The Promoter is not responsible for any late, lost or misdirected entries.

4. ENTRY

- 4.1 To enter this Promotion, Entrants must complete the Entry.
- 4.2 Entry to this Promotion is free.
- 4.3 Entrants must personally and manually submit an Entry using the internet browser. The Promoter reserves the right to reject an Entry if it reasonably forms the opinion that an Entry has been created and/or submitted using automated entry means or a computer entry service.
- 4.4 The Promoter reserves the right, at any time during, or after the Entry Period, to verify the validity of an Entry and to disqualify an Entrant for tampering with the Entry process or for submitting an Entry that does not, in the Promoter's sole discretion, comply with these Terms and Conditions.
- 4.5 When entering the Promotion, each Entrant can agree to be entered into the Promoter's database. By doing so, the Entrant gives consent for their name, email address and telephone number to be used for promotional and marketing purposes.
- 4.6 Each Entrant must ensure that any other person whose details have been provided by the Entrant to the Promoter for the purposes of the Entrant's participation in the Promotion has given their implied or express consent for their details to be provided to the Promoter and to be contacted by the Promoter in relation to this Promotion.
- 4.7 All personal information Entrants provide will be used by the Promoter in accordance with the Promoter's Privacy Policy available at <https://www.hawthornfc.com.au/privacy> and may be disclosed by the Promoter in accordance with the Promoter's Privacy Policy (including for promotional and marketing purposes). By providing personal information when entering the Promotion, Entrants indicate they that have read and agree to be bound by the Promoter's Privacy Policy.
- 4.8 Entrants consent to the Promoter using the Entrant's name, likeness, image and/or voice (including photographs, film and/or recording of the same) in any future promotional, marketing and publicity purposes in any media worldwide for an unlimited period without remuneration.
- 4.9 The Promoter will obtain the Entrant's express opt-in consent before the Promoter shares the Entrant's personal information with any third-party company for marketing purposes. If Entrant gives the Promoter their express opt-in consent, they can ask the Promoter or third parties to stop sending them marketing communications at any time by contacting the Promoter.

- 4.10 Each Entrant warrants that the use or publishing of any entry will not cause The Promoter to be in breach of any third party's intellectual property rights.
- 4.11 Each Entrant warrants that the contents of their Entry are original and do not infringe the intellectual property rights of any third person.
- 4.12 Should an Entrant's contact details change during the promotional period, it is the Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an Entry should be directed to the Promoter.

5. THE DRAW

- 5.1 The Promotion will be drawn at random via electronic draw.
- 5.2 The Promoter's decision is final and the promoter will not enter into any correspondence regarding the result.
- 5.3 The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any entrant (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained, except for the liability that cannot be excluded by law.

6. WINNERS

- 6.1 The winner will be notified in accordance with the Notification.
- 6.2 The winner of the Promotion will be published on the Promotion landing page.
- 6.3 Only one (1) winner will be selected.
- 6.4 If due to any reason whatsoever the Promoter becomes aware after an Entrant has won the Prize that the Entrant has not complied with these Terms and Conditions, that Entrant will have no entitlement to the Prize, even if the Promoter has announced them as the winner and that Entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Prize.
- 6.5 In the event that a winner is unable to be contacted, and all methods of communication are unsuccessful, or a winner does not respond to the Promoter's initial communications within two week], a redraw for any unclaimed prizes may take place on Thursday, 15 August 2024, subject to any directions from a regulatory authority. The Prize remains the property of the Promoter until claimed by the Prize winner.

7. PRIZES

- 7.1 The prize consists of the Prize, valued at the Total Prize Value.
- 7.2 The Prize, or any unused elements of the Prize, may not be transferred, substituted, exchanged, or taken as cash except at the Promoter's discretion. The Promoter reserves the right in its discretion to substitute the Prize (or any elements of the Prize) with a prize of equal or greater value due to unavailability of the Prize (or any elements of the Prize).
- 7.3 The Prize will be delivered according to the Prize Conditions.
- 7.4 The Promoter shall not be liable for any costs associated with the Prize after delivery. Once the Prize has left the Promoter's premises, the Promoter takes no responsibility for any element of the Prize that is damaged, delayed or lost in transit.
- 7.5 The Promoter shall not be liable for any loss or damage whatsoever that is suffered by any Entrant or winner (including but not limited to indirect or consequential loss), or for any

personal injury suffered or sustained as a result of taking the Prize, except for the liability that cannot be excluded by law.

8. RISK AND LIABILITY

- 8.1 To the fullest extent permitted by law, the winner participates in this Promotion, and uses the Prize, at his or her own risk.
- 8.2 The Promoter does not take any responsibility for any costs associated with entering and/or accessing The Promotion including and not limited to internet service provider costs.
- 8.3 If for any reason the Promotion is not capable of running as planned due to any reason, including unauthorised intervention, fraud, or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness, integrity or proper conduct of the Promotion, the Promoter reserves the right (subject to any applicable law) in its sole discretion to cancel the Promotion or to disqualify any individual who has tampered with the entry process.
- 8.4 In the case of the intervention of any outside act, agent or event which naturally changes the result or prevents or hinders its determination, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest or strikes, the Promoter may, in its absolute discretion, cancel the Promotion and/or recommence it from the start on the same conditions subject to state legislation.
- 8.5 If the Promoter becomes aware that a winner is in breach of any warranty contained in these Terms and Conditions or made subsequently to, The Promoter may deem that winner ineligible.
- 8.6 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:
- i. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - ii. any theft, unauthorised access or third party interference;
 - iii. any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by The Promoters) due to any reason beyond the reasonable control of the Promoter;
 - iv. any variation in Prize value to that stated in these Terms and Conditions of entry;
 - v. any tax liability incurred by the winner or entrant; and/or
 - vi. redemption of the prize.