

MELBOURNE CITY FOOTBALL CLUB.



Promotion Terms and Conditions 12 Days of Christmas, presented by Laybuy

Melbourne City FC
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Promotion Details:

1.	Promotion	12 Days of Christmas, presented by Laybuy	
2.	Promotional Period	Entries Open:	9.00am (AEST) on 01/12/2021
		Entries Close:	11.59pm (AEDT) on 12/12/2021
3.	Eligible Entrants	<p>Victorian and Tasmanian residents who are 18 years of age or over and who are:</p> <ul style="list-style-type: none"> • Not an employee of either the Promoter or Laybuy Australia Pty Ltd (ABN: 45 640 349 971) (or any of their affiliates); • Not otherwise directly connected to the Promotion; and • Meet any additional eligibility requirements set out in the Promotion Terms and Conditions. 	
4.	How to Enter	<p>Each day during the Promotional Period, the Promoter will offer a "12 Days of Christmas" special retail offer redeemable through the Melbourne City FC online store (available here) (Online Store) (each a Special Offer). Each Special Offer will be available for approximately one calendar day (AEDT) during the Promotional Period.</p> <p>Each Special Offer may be promoted on the Promoter's social media channels, on the Online Website, the Promoter's website or in electronic direct mail from the Promoter.</p> <p>During the Promotional Period, if an Eligible Entrant:</p> <ol style="list-style-type: none"> completes an online transaction that includes a redemption of the Special Offer for that day through the Online Store; and makes payment by way of the 'Laybuy' service, <p>the Eligible Entrant will be automatically provided with one free entry into the draw for the Promotion.</p> <p>Entries will be made according to the number of transactions entered into by the Eligible Entrant.</p> <p>For example:</p> <ol style="list-style-type: none"> If an Eligible Entrant completes an online transaction through the Online Store and makes payment by way of the 'Laybuy' service, and: <ul style="list-style-type: none"> - redeems the relevant Special Offer for that day the Eligible Entrant will be provided with one automatic free entry in the Promotion; or - redeems the Special Offer for that day two or more times within that same transaction (e.g. if the Special Offer was 25% off Melbourne City FC 	

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		<p>scarfs and the Eligible Entrant purchases two scarfs in that one transaction), the Eligible Entrant will be provided with one automatic free entry in the Promotion.</p> <p>b) However, if an Eligible Entrant redeems the Special Offer for that day through the Online Store and makes payment by way of the 'Laybuy' service, and following completion of the payment for that transaction then immediately begins and completes an additional online transaction in which the Eligible Entrant again redeems the Special Offer for that day through the Online Store and again makes payment by way of the 'Laybuy' service then, that Eligible Entrant will be automatically provided with two free entries into the Promotion (i.e. one for each transaction).</p> <p>Entry is free, and an Eligible Entrant may have more than one entry automatically submitted during the Promotional Period, based on the volume of transactions conducted in accordance with these 'How to Enter' conditions (as noted above).</p>	
5.	Prize(s)	Prize:	<p>There are 12 individual prizes on offer, being 5 Major Prizes, and 7 Minor Prizes.</p> <p>The Major Prize is:</p> <ul style="list-style-type: none"> 5 x double passes to The Chairman's Club, presented by Etihad Airways at the Melbourne City FC v Melbourne Victory match on Saturday 18 December 2021 at AAMI Park. <p>The first category set of Minor Prize is:</p> <ul style="list-style-type: none"> 3 x mascot positions for children aged 5-12 years at the Melbourne City FC v Melbourne Victory match on Saturday 18 December 2021 at AAMI Park. Each mascot position will include 1 'City Blue' adult ticket to the match for a parent or guardian. <p>The second category set of Minor Prize is:</p> <ul style="list-style-type: none"> 4 x double passes to City Class at the Melbourne City FC v Melbourne Victory match on Saturday 18 December 2021 at AAMI Park
		Prize Value:	<p>The Chairman's Club ticket value \$300 per ticket</p> <p>Mascot position est. value \$54 per position</p> <p>City Class value is \$90 per ticket</p>
		Total Prize Pool:	\$3,882.00 including GST
6.	Prize Selection	Method:	<p>The Promotion is a game of chance.</p> <p>Each Entry will be placed in the draw, from which the winner will be selected at random.</p> <p>Each Entry ticket in the draw will have a random and equal chance of being drawn as the Major Prize winner.</p> <p>The following 3 winners randomly drawn will receive a first category Minor Prize.</p>

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		<p>The following 4 winners randomly drawn will receive a second category Minor Prize.</p> <p>Once a winning prize ticket is drawn for a prize, it will be removed from any subsequent prize draws for other prizes.</p>
	Date:	Monday 13 December 2021
	Time:	12.00pm (AEDT)
	Location:	<p>Melbourne City FC training base at Casey Fields 369 Casey Fields Boulevard Cranbourne East Victoria 3977</p> <p>The promoter reserves the right to amend the date and time of the draw, or the location of the draw, including in the event that State Government regulations addressing permitted business operations during the COVID-19 pandemic necessitate such an alteration. If such an alteration is required, the Promoter will publish those amended details on the Promoter's website.</p>
	Notification:	<p>The winners will be notified by email within two (2) days of the prize selection date. The winners will each be required to provide a reply email acknowledgement to be considered to have accepted their prize.</p> <p>Reasonable efforts will be made to contact the winners. If a winner cannot be contacted or if a winner fails to communicate their acceptance of the prize to the Promoter within 7 days of being contacted by the Promoter, or fails to provide the requested information, or is unable to comply with the Promotion Details and Terms and Conditions, the Promoter reserves the right to: offer the prize to the runner up, as provided in item 8 'Unclaimed Prizes'.</p>
7.	Publication of winners	<p>Website https://www.melbournecityfc.com.au/ for a period of 28 days</p>
8.	Unclaimed Prizes	<p>If the Prize is unclaimed, the Promoter determines that a winner is ineligible or a winner notifies the Promoter that they can no longer claim the Prize, the Promoter may instead offer the prize to the relevant next runner up then, as required, a portion of the Promotion may be redrawn.</p>
9.	Privacy	<p>Information collected to facilitate the Entrant's Melbourne City FC online store purchase will be primarily used for that purpose, and will be used in accordance with the Melbourne City FC Privacy Policy, and may also be used by the Promoter in order to conduct this Promotion and where required, deliver Prizes to the Winners.</p> <p>By entering this Promotion, you agree that each of Melbourne City FC and Laybuy (or any of its affiliate entities) may also contact you for direct marketing purposes.</p> <p>Laybuy Australia Pty Ltd's use of the Entrant's information will be subject to Laybuy Australia Pty Ltd's privacy policy, available at: https://www.laybuy.com/au/privacy</p>

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Promotion Terms:

1. The Promotion Details and the Promotion Terms together form the terms and conditions of entry for the Promotion (**Terms and Conditions**). By participating in this Promotion each entrant accepts and agrees to be bound by these Terms and Conditions.
2. To the extent of any inconsistency between the Promotion Details and the Promotion Terms, the terms of the Promotion Details will prevail. Capitalised terms not otherwise defined in these Promotion Terms have the same meaning as in the Promotion Details. A reference to an Item in these Promotion Terms means the corresponding item in the Promotion Details.
3. The promoter is Melbourne City FC Pty Ltd (ABN 39 128 569 264) of 369 Casey Fields Boulevard Cranbourne East, Victoria 3977 (**Promoter**).
4. Information on how to enter and the prizes form part of these Terms and Conditions.
5. Entry is open to Eligible Entrants set out at Item 3. Directors, officers, management and employees (and the immediate family members of directors, officers, management and employees) of the Promoter or any suppliers, providers, companies and agencies associated with the Promotion are not eligible to enter. "**Immediate family member**" means a spouse, ex-spouse, de-facto spouse, parent, child, sibling or step-child, whether or not they live in the same household.
6. Entrants must be at least the age specified in Item 3 of the Promotion Details. If permitted under Item 3 of the Promotion Details, entrants under 18 years of age must have parental/guardian approval to enter and parental/guardian consent to these Terms and Conditions before participating and submitting their entry. If a winner is under the age of 18 years, his/her parent or guardian will be required to consent in writing to these Terms and Conditions. The Promoter reserves the right to request that an Entrant provide contact details of a parent / legal guardian as part of the submission or winner verification process and may contact an Entrant's parent or legal guardian to verify such prior permission. If a winner is under the age of 18, the Promoter may require the these Terms and Conditions be signed by a winner's parent or legal guardian before the prize is awarded.
7. To enter the Promotion, Eligible Entrants must complete the steps set out in Item 4 of the Promotion Details. Eligible Entrants must provide all information required to enter the Promotion, which may include, but is not limited to, their full name, gender, date of birth, residential address, current and valid email address, contact telephone number and mobile telephone number.
8. The Promoter reserves the right, at any time, in its sole discretion, to:
 - a. verify the validity of entries and entrants (including but not limited to an entrant's identity, age and place of residence); and/or
 - b. disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; and/or
 - c. disqualify at any time any entry that, in the opinion of the Promoter, includes objectionable content, profanity or is potentially insulting, inflammatory or defamatory.
9. Errors and omissions may 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.
10. Entries will be deemed to be accepted once Eligible Entrants have completed the steps set out in Item 4 of the Promotion Details. Incomplete, indecipherable or illegible entries will be deemed invalid. Contact details entered incorrectly by an Eligible Entrant may deem their entry invalid. No responsibility will be taken for lost or misdirected entries.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The Promoter prohibits entries that violate the rights of others, include objectionable content or are unlawful or potentially insulting, inflammatory, defamatory or obscene.

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13. With the exception of the purchase of the original goods, entry to the Promotion will be free of charge (i.e. complimentary to the purchase of the original good).
14. The Winners of the Prize will not be charged a delivery or administrative fee.
15. In accordance with Item 8 of the Promotion Details, if for any reason a winner does not take a Prize by the time stipulated by the Promoter, then that winner's Prize will be forfeited.
16. The Promoter reserves the right to conduct a redraw, in its absolute discretion, in the event an entrant has not claimed a prize within the timeframe prescribed in Item 6 (if relevant). If required or relevant, the Promoter will conduct the unclaimed prize draws on a date determined by the Promoter at the same time and place as the original draw, subject to state/territory regulations, and the winner(s) of that draw will be notified, and their details disclosed, in the same manner as would have been required under the original draw.
17. The Promoter may substitute the winner of a Prize if that person is not readily identifiable and reasonable efforts have been made by the Promoter to identify the winner.
18. If a Prize (or part of a Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The Prize Value(s) in these Terms and Conditions are in Australian dollars, include Australian GST where applicable and are based on the recommended retail value of Prize components at the time of printing.
20. The Promoter accepts no responsibility for any variation in the value of any part of the Prizes. To the extent permitted by law:
 - a. the Promoter makes no representations or warranties as to the suitability of the Prizes; and
 - b. no compensation will be payable if, for any reason, a winner is unable to use the Prizes as stated.
21. Each winner accepts the Prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax implications that may arise from the Prize.
22. If there is a prize draw, Entrants are not required to be present at the prize draw to be eligible to win, unless
 - a. entry to the Promotion is only available in the premises in which the draw is to take place; and
 - b. the draw takes place within 24 hours after the commencement of the Promotion.
23. The winners will be notified in writing by email within the timeframe prescribed in Item 6 of the Promotion Details using the contact details provided to the Promoter on entry into the Promotion or subsequently as provided in the Promotion Details. The winners' details will be published at the website and for the time period set out in Item 7 of the Promotion Details .
24. The Prizes are as stated and cannot be varied or transferred or exchanged for cash or goods. 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 and cash will not be awarded in lieu of that element of the Prize. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing.
25. Only one prize can be won by any single entrant.
26. Printing errors and other quality control matters will not be used as a reason for refusing a winning entry.
27. The Promoter's decision in relation to any aspects of the Promotion is final and binding on every person who enters.
28. Any ticketed method of draw will allow each ticket in the draw a random and equal chance of being drawn.
29. Subject to the approval of the relevant trade promotion regulators, 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 infection by computer virus, bugs, tampering, technical difficulties,

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unauthorised intervention or fraud, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant who tampers with the entry process; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

30. The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in the promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
32. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
33. Entrants consent to the Promoter using the entrant's name, likeness, image, voice and/or entry if they are a winner including photograph, film and/or recording of the same in any media for an unlimited period without remuneration for the purpose of promoting the Promotion including any outcome, and promoting any products, services or materials manufactured, distributed and/or supplied by the Promoter or the supplier of the Prizes and any related use by the Promoter.
34. It is a condition of accepting a Prize that each winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and each winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and no winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.
35. As a condition of accepting the Prize, a winner and if relevant (a) their parent or legal guardian, if the winner is aged under 18 years; and (b) a nominated or delegated participant in a winner's prize, may be required to sign legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
36. Except for any liability that cannot be excluded by law, the Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives), exclude all liability (including liability in negligence) for any claim, personal injury, death, loss or damage (including loss of opportunity), cost or expense that may be suffered, incurred or sustained by the entrant or the winner, whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, 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 its 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; and/or (e) redemption and use by the winner of any Prize.
37. All entrants in the Promotion, including each winner, provide a release and indemnity to the Promoter and its officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter or its officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the entrant including each winner in relation to the Promotion or the Prize.
38. The Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) take no responsibility for defective Prizes or Prizes damaged or lost in transit, or late, lost or misdirected mail.
39. The release and indemnity in clauses 36 and 37 (each a "**relevant commitment**") is given by each entrant (including the winners) in favour of the Promoter. It is acknowledged that:
 - a. the relevant commitment is given by each entrant and each winner for the benefit of the Promoter with the intention that the Promoter is entitled to rely on and enforce the relevant commitment;
 - b. the benefit of the relevant commitment is held by the Promoter on its own behalf; and

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- c. the Promoter may enforce and recover under the relevant commitment.
40. The Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Promotion (including for the purpose of identifying and notifying each winner). Without limiting the foregoing, the Promoter may disclose entrants' personal information to Laybuy Australia Pty Ltd (**Laybuy**), and to other parties assisting in the administration of the Promotion including to the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Promotion. By accepting these Terms and Conditions, the entrant consents to the Promoter, its related entities and business partners (as applicable) using the entrants' personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any or all of them. The name, address, phone number and email address of entrants may also be incorporated into each of Laybuy Australia Pty Ltd's and the Promoter's mailing lists for each to use for future promotional, marketing, publicity, research, profiling and analytical purposes. Entrants may be contacted by each of the Promoter or Laybuy via electronic text messages, emails, mail and telephone. The Promoter will handle the entrants' personal information in accordance with these terms and Melbourne City FC's Privacy Policy which is available at www.melbournecityfc.com.au. Entrants may request access to or correction of their personal information held by the Promoter by writing to the Melbourne City FC Privacy Officer at privacy@melbournecityfc.com.au. Laybuy's use of the Entrant's information will be subject to Laybuy's privacy policy, available at: <https://www.laybuy.com/au/privacy>
41. These Terms and Conditions are governed by the laws of the State of Victoria, Australia and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.