



Promotion Terms and Conditions

Half Time Formula 1® Heineken® Australian Grand Prix Promotion – 2022

Promotion Details:

1.	Promotion	Half Time Formula 1® Heineken® Australian Grand Prix Promotion – 2022	
2.	Promotional Period	Entries Open:	At the beginning of the half time break of the Melbourne City FC v Melbourne Victory FC A-League Men match on Saturday 19 March 2022 (Match) (approx. 8:32pm AEDT)
		Entries Close:	At the end of the half time break of the Match (approx. 8:47pm AEDT).
3.	Eligible Entrants	Victorian residents aged 18 years and over and who: <ul style="list-style-type: none"> are not an employee, supplier, contractor or match day volunteer, of the Promoter; and are not an employee or an immediate family member of an employee of the Australian Grand Prix Corporation (ABN 86 947 927 465) (AGPC). 	
4.	How to Enter	During the Promotional Period, an Eligible Entrant must: <ul style="list-style-type: none"> have obtained a membership benefit or an entry ticket to attend the Match; at the Match, have attended and entered the AAMI Park stadium; and are present and in the stands within the AAMI Park stadium at the beginning of half time of the Match. An Eligible Entrant may not submit more than one entry.	
5.	Prize(s)	Prize:	The prize consists of: <ul style="list-style-type: none"> 4 x Ticket to The Chairman’s Club, presented by Etihad Airways, for the A-League Men Melbourne City FC v Wellington Phoenix FC match on Friday 1 April 2022 at AAMI Park. 4 x Moss Grandstand ticket to the Sunday session of the Formula One Australian Grand Prix on 10 April 2022.
		Prize Value:	The Chairman’s Club tickets are valued at \$300 per ticket The Formula One Australian Grand Prix tickets are valued at \$276 per ticket.

MELBOURNE CITY FOOTBALL CLUB.



		Total Prize Pool:	\$2,304
6.	Prize Selection	Method:	<p>The Winner will be determined by chance. There will be one (1) Winner.</p> <p>Selection of the Winner</p> <p>During the half time break of the Match, spectators will be asked to “show who they are supporting in the Derby” by standing up and making noise. As displayed on the jumbo scoreboard, the in-stadium camera will sporadically and randomly pan across the crowd, with the winner being the Featured Person (as described below) when the camera stops panning.</p> <p>Selected at random, the Featured Person will be the Eligible Entrant that is:</p> <ul style="list-style-type: none"> standing up and making noise; and clearly displayed on the jumbo scoreboard when the in-stadium camera stops panning across the crowd, <p>(Featured Person).</p> <p>If a Featured Person displayed is not an Eligible Entrant (e.g. through being under the required age, or not being a Victorian resident) the Promoter may accept, in its absolute discretion, the Featured Person’s nomination of a parent or guardian also attending the Match with the Featured Person, or alternatively the Promoter nominating an Eligible Entrant in an adjacent ticketed seat to the Featured Person.</p> <p>The Promoter has absolute discretion in determining the Featured Person who is selected in accordance with this Method, or whether or not to accept an alternate person in an adjacent ticketed seat in the circumstances noted above.</p>
		Date:	Saturday 19 March 2022
		Time:	At the half time break of the Match (approx. 8:30 pm AEDT)
		Location:	AAMI Park 60 Olympic Boulevard Melbourne VIC 3001
		Notification:	<p>The Winner will be notified in person by a representative of the Promoter as soon as possible after the Prize Selection Method has completed, either during or soon after half-time of the Match.</p> <p>If the winner cannot be contacted or if the 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</p>

MELBOURNE CITY FOOTBALL CLUB.



			right to: offer the prize to the runner up, as provided in item 8 'Unclaimed Prizes'.
7.	Publication of winners	Website	https://www.melbournecityfc.com.au/ for a period of 28 days
8.	Unclaimed Prizes	<p>If a Prize is unclaimed, the Promoter determines that a winner is ineligible or a winner notifies the Promoter that they can no longer claim a Prize, then the Promoter may instead offer the prize to the relevant next runner up.</p> <p>Any Prizes unclaimed within the timeframe stated in the 'Notification' section will be automatically forfeited.</p>	
9.	Other	<p>Eligible Entrants should note that, without limiting general compliance obligations in relation to attendance on a match day, it is a condition of entry to AAMI Park that all patrons will be required to show acceptable evidence to a designated AAMI Park representative that they are 'fully vaccinated' (as defined in the relevant health authority direction), and that any patron who does not provide such acceptable evidence will not be permitted entry to AAMI Park (Health Entry Requirements), and as a result, in those circumstances may not be able to accept that element of the Prize.</p> <p>Similarly, a 'Health Directive' may be issued prior to or during the Formula 1® Heineken® Australian Grand Prix 2022, which may require, among other things, collection of a patron's contact information for the purpose of contact tracing in the event of a positive COVID-19 diagnosis and proof of the patron having received at least two (2) doses of a COVID-19 vaccination (or proof of the Patron being exempt from any Health Directive requiring Patrons to be vaccinated). Entry to the Formula 1® Heineken® Australian Grand Prix 2022 is also subject the event's attendance conditions which are available at grandprix.com.au and displayed at entrances to the event. A patron who does not comply with a 'Health Directive' or the attendance conditions may be denied entry or evicted from the Formula 1® Heineken® Australian Grand Prix 2022, and as a result, in those circumstances may not be able to accept that element of the Prize.</p> <p>Any Winner or guest of the Winner will be required to acknowledge and agree to those terms as part of accepting the Prize, including that the Winner (and/or their guest) bears any such risk of compliance in relation to the Health Entry requirements or the 'Health Directive'. The Promoter and AGPC will not be liable for any refund if a winner or their guest fails to comply with the Health Entry Requirements or a Health Directive and is unable to access, or is required to leave, AAMI Park or the Formula 1® Heineken® Australian Grand Prix 2022.</p>	



Promotion Terms and Conditions

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 VIC 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. If permitted under Item 3, entrants under 18 years of age must have parental/guardian approval to enter and parental/guardian consent to these Terms and Conditions. If the winner, or a nominated or delegated participant in a winner's prize, 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 the winner is under the age of 18, the Promoter may require these Terms and Conditions be signed by the 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.
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. Incomplete, indecipherable or illegible entries will be deemed 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.

MELBOURNE CITY FOOTBALL CLUB.



13. With the exception of the purchase of the membership or the ticket to the Match, entry to the Promotion will be free of charge (i.e. complimentary to the purchase of the original good).
14. The Winner of the Prize will not be charged a delivery or administrative fee.
15. In accordance with Item 8, 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 8. 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. The 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. 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 using the contact details provided to the Promoter on entry into the Promotion. The winners' details will also be published at the website and for the time period set out in Item 7.
24. The Prizes are as stated and cannot be varied or transferred or exchanged for cash or goods. If, for any reason whatsoever, the 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.

MELBOURNE CITY FOOTBALL CLUB.



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, 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 the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the 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, the 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; (e) redemption and use by the winner of any Prize and/or (f) participation in the Shootout described in item 6.
37. All entrants in the Promotion, including the 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 the winner in relation to the Promotion or the Prize.

MELBOURNE CITY FOOTBALL CLUB.



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 the 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
 - (c) the Promoter may enforce and recover under the relevant commitment.
40. 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 the winner). Without limiting the foregoing, the Promoter may disclose entrants' personal information 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 the Promoter's mailing list for future promotional, marketing, publicity, research, profiling and analytical purposes. Entrants may be contacted via electronic text messages, emails, mail and telephone. The Promoter will handle the entrants' personal information in accordance with these terms and conditions 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 Melbourne City FC at privacy@melbournecityfc.com.au.
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.