

MELBOURNE CITY FOOTBALL CLUB.



Melbourne City FC

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Promotion Terms and Conditions

The Next Big Thing Competition, presented by McDonald's

Promotion Details:

1.	Promotion	The Next Big Thing Competition, presented by McDonald's	
2.	Promoter	Melbourne City FC Pty Ltd (ABN 39 128 569 264) ("Melbourne City FC") of 369 Casey Fields Boulevard Cranbourne East Victoria 3977	
3.	Prize Provider	McDonald's Australia Limited (ABN 43 008 496 928) of 21-29 Central Avenue Thornleigh, New South Wales 2120	
4.	Promotional Period	Entries Open:	9.00am (AEST) on Friday 1 March 2024
		Entries Close:	11.59pm (AEDT) on Sunday 7 April 2024
5.	Eligible Entrants	<p>Victoria residents aged from 10 to 14 years and who are:</p> <ul style="list-style-type: none"> not an employee or volunteer of Melbourne City FC Pty Ltd ABN 39 128 569 264 (Melbourne City FC) City Football Australia Pty Ltd ABN 63 600 975 504 (City Football) or City in the Community Public Co ABN 87 602 502 429 (CITC) or McDonald's Australia Limited ABN 43 008 496 928 (McDonald's Australia); Not otherwise directly connected to the promotion; or Meet any additional eligibility requirements set out in the Conditions of Entry. Please note: Eligible Entrants must have parental or legal guardian consent before participating and submitting an entry to be considered eligible. 	
6.	How to Enter	<p>During the Promotional Period, an Eligible Entrant must:</p> <ul style="list-style-type: none"> Visit the Next Big Thing competition page on melbournecityfc.com.au Enter the required personal details into the entry form; Tell us in 150 characters or less why you think you are Melbourne City FC's next big thing (Eligible Entrants also have the option of submitting a video, no larger than 15MB, in support of your entry); and Have parent / guardian review your entry and consent to enter the competition. <p>Entry is free, and an Eligible Entrant may not submit more than one entry during the Promotional Period.</p> <p>The Promoter reserves the right to request that an Eligible Entrant provide contact details of a parent / legal guardian as part of the verification process, and Melbourne City FC requires the Promotion Terms and Conditions be signed by the winner's parent or legal guardian before the prize is awarded. Acceptance of the Prize will also be considered acceptance of the Promotion Terms and Conditions.</p> <p>Melbourne City FC also permits (and encourages) the attendance of each prize winner's parent/legal guardian during the awarding of the Major Prize at the City</p>	

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		<p>Football Academy. The parent does not count towards the guest limit for the prize winner.</p> <p>Entries must be the original work of the Eligible Entrant and not previously published anywhere else.</p>	
7.	Prize(s)	Prize:	<p>The Prize consists of eight (8) separate Major Prizes.</p> <p>Each Major Prize includes a tour of the Melbourne City FC Training Base (Casey Fields) for the winner and one guest, providing:</p> <ul style="list-style-type: none"> • Meet and greet opportunities with Melbourne City FC key personnel and players; • Photoshoot with Club photographer; • One-hour coaching session with Melbourne City FC for the winner and a guest; • Two Melbourne City FC home kits for season 2023/4. (one for each winner and their guest) including a jersey, shorts and socks; • Two sets of PUMA football boots (one for each winner and their guest); • Two set of PUMA sneakers or runners (one for each winner and their guest); •
		Prize Value:	Each Major Prize is worth approximately \$1,326.00. A portion of the Major Prize is an experience only and has no monetary value
		Total Prize Pool:	\$10,608.00
8.	Prize Selection	Method:	<p>The Promotion is a game of skill. Chance plays no part in the selection of the Prize winners.</p> <p>Each valid entry will be individually judged according to its merits on the basis of creativity and originality as determined in the complete discretion of the Promoter.</p> <p>Eight (8) entrants (four boys and four girls) will be selected by the Promoter, based on their video submissions and the above criteria.</p>
		Date:	Wednesday 10 April 2024
		Time:	12.00pm
		Location of Participant Selection:	<p>Melbourne City FC training base at Casey Fields</p> <p>369 Casey Fields Boulevard Cranbourne East Victoria 3977</p> <p>The Promoter reserves the right to amend the date and time of the Participant selection, or the location of the Participant selection, including in the event that State Government regulations addressing permitted business operations during the COVID-19 pandemic necessitate such an alteration.</p>

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			If such an alteration is required, the Promoter will publish those amended details on the Promoter's website.
		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 entrant judged next best, as provided in item 10 'Unclaimed Prizes'.</p> <p>For a Prize to be properly accepted by a winner, the winner will need provide postal address and relevant information.</p>
9.	Publication of winners	Website	https://www.melbournecityfc.com.au/ for a period of 28 days
10.	Unclaimed Prizes		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.
11.	Privacy		<p>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 McDonald's Australia, 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.</p> <p>By accepting these Terms and Conditions, the entrant consents to the Promoter or McDonald's Australia, or their related entities using the entrants' personal information for the purpose of sending direct marketing messages.</p> <p>In addition, the Promoter reserves the right to publish any responses included in an entry form (each an "Entry"). Publication does not necessarily mean the Entrant has won a Prize.</p> <p>The Promoter does not claim any rights of ownership in your Entry. As such, Entrants will retain ownership of the copyright in their submitted Entries and, subject to any license granted to the Promoter, you will also have the right to use your Entry however you choose.</p> <p>By submitting your Entry, you:</p> <ul style="list-style-type: none"> grant to Promoter, and parties authorised by the Promoter, an irrevocable, perpetual, non-exclusive, royalty free, transferrable license (with the right to sub-license) to use, edit, reproduce, play, perform, modify, translate, distribute, prepare derivative works of and/or to display your Entry (or part thereof) at the Promoter sees fit in any medium or method (whether now or later developed) to be exercised in the Promoter's sole discretion throughout the world; and irrevocably and unconditionally waive any moral rights relating to your Entry
12.	Other		Parents/guardians may be required to provide a further waiver to enable their child to use the Prize in accordance with the usual terms and conditions of participation in a

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		<p>City Football School training session, and redemption of the Prize and your child's participation within such a training session is conditional upon your acceptance of those terms and conditions.</p> <p>Recipients of a Macca's Scholarship will be required to supply their own shin-pads to participate in the City Football School programs. In addition to being a CFS Aged Child, recipients should be physically able to participate in age-appropriate practical football training sessions.</p>
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Please Note: prize is an award for a one-day experience only and is not an official signing as a player for the club.

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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 4. 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 4 of the Promotion Details. If permitted under Item 4 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 5 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 (or on behalf of the Prize Provider McDonald's) 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.



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 9 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 7 (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 and/or the Prize Provider accepts no responsibility for any variation in the value of any part of the Prizes. To the extent permitted by law:
 - a. the Promoter and/or the Prize Provider 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 and/or the Prize Provider 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 7 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 8 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

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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 and/or the Prize Provider 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 and/or the Prize Provider 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 and/or the Prize Provider 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) and/or the Prize Provider, 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) and/or the Prize Provider 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) and/or the Prize Provider 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 and/or the Prize Provider. It is acknowledged that:

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- a. the relevant commitment is given by each entrant and each winner for the benefit of the Promoter and/or the Prize Provider 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 and/or the Prize Provider on its own behalf; and
 - c. the Promoter and/or the Prize Provider 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 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 McDonald's Australia, the Promoter's related entities, prize suppliers, external service providers and authorities that regulate this Promotion, who may then use such information for the purposes of assisting the Promoter in the conduct and promotion of this competition. By accepting these Terms and Conditions, the entrant consents to the Promoter, their collective 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 the Melbourne City FC's Privacy Policy which is available at <https://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. McDonalds Australia will handle the entrants' personal information in accordance with these terms and its privacy policy which is available at <https://mcdonalds.com.au/privacy-policy>. Entrants may request access to or correction of their personal information held by McDonalds Australia by writing via email: privacy@au.mcd.com or at McDonald's Australia Limited (Attention: McDonald's Privacy Officer), PO Box 392 Pennant Hills NSW 2120 Australia.
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.