

Terms and conditions

Deliveroo In the Bag trick shot competition

1. This document contains the terms and conditions of entry ("these terms") into the **Deliveroo In the Bag trick shot** Competition ("**Promotion**"). Entry into this Promotion is deemed acceptance of these terms.
2. The Promoter is the St Kilda Saints Football Club Ltd ABN 86 005 174 836 of 32-60 Linton St, Moorabbin, VIC 3189 ("**Promoter**").
3. In these terms, the following meanings apply in addition to terms which are defined elsewhere in these terms unless the contrary intention appears:

"AFL" means the Australian rules football competition which is conducted by the Australian Football League (AFL) in Australia between member teams of the AFL.

"Eligible Entrant" means a person who is eligible to participate in and has submitted an entry into the Promotion in accordance with clauses 4 to 7 (inclusive) of these terms.

"Entrant" means a person who is eligible to participate in and has submitted an entry into this Promotion in accordance with these Terms.

"Promotion Period" means the period defined in clause 9 of these terms.

"Judging Location" means the premises located at RSEA Park, 32-60 Linton Street, Moorabbin, Victoria, 3189.

"Website" means the designated website of the Promoter for the Promotion.

Eligibility

4. Entry is open to all Australian residents, excluding management, employees and contractors of the Promoter, and their families, and management, employees or contractors of the Australian Football League and other agencies, firms or companies associated with this Promotion (other than the Promoter), and their immediate families ("**Eligible Entrants**").
5. Entrants under 18 years of age must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this competition.
6. To enter and be eligible to win, Eligible Entrants must, during the Promotion Period, complete and submit a valid on-line entry via social media or email.
7. The Promoter reserves the right to not accept a registration for any Eligible Entrant or to disqualify an Eligible Entrant if the Promoter reasonably considers that the registration contains anything fraudulent, defamatory, dangerous or is otherwise in contravention of these terms and conditions.

8. A person will receive one entry into the draw per submission of a valid online entry during the Promotion Period. A person can enter as many times as they like during the entry period provided they follow the entry requirements for each entry

9. To enter the Promotion, Legal Guardians must submit an original piece of artwork created by Entrants depicting their favourite Oh What a Feeling footy moment in accordance with these Conditions of Entry.

10. Entries must:

- a) be the original of the Entrant, and not of any other person.
- b) not be previously published used videos that have been entered in any other contest;
- c) not infringe any third party rights;
- d) be related to the theme of the contest (as determined by the Promoter in its sole discretion);
- e) be submitted by sharing a picture of the artwork on a public Facebook or Instagram account and hashtagging #InTheBag and tagging @Deliverooi or @Deliveroo_ay and @stkildafc or emailing a picture of the artwork to social@saints.com.au;
- f) not be considered as reckless or dangerous. St Kilda Football Club and Deliveroo do not take any legal responsibility for dangerous submissions. These will not be accepted or promoted as part of the competition; and
- g) not be computer generated, digitally or electronically created.

11. Legal Guardians warrant and agree that will not submit any content on behalf of Entrants, that:

- a) is unlawful or fraudulent;
- b) the Promoter may reasonably deem to be in breach of any intellectual property, privacy, or proprietary rights;
- c) is defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender; and
- d) is not suitable for children aged under 15, or otherwise unsuitable for publication.

12. The Promoter reserves the right to disqualify an entry which it considers (in its absolute discretion) does not comply with these Conditions of Entry.

Promotional Period

9. The Promotion will be open from 1:00pm, Australian Eastern Daylight Time ("AEDT") on Saturday 11 April 2020 and will close at 11.59pm Australian Eastern Standard Time ("AEST") on Wednesday 22 April 2020 ("**Promotion Period**").

Prizes

10. Five St Kilda guernseys, five St Kilda beanies, five St Kilda scarves, five Deliveroo rider jackets at five \$100 Deliveroo vouchers. Voucher valid until 11.59pm 31 December 2020.

11. A Prize cannot be transferred, exchanged or redeemed for cash.

12. The winners will be decided as follows:

- a. The winning entry will be chosen at the discretion of the promoters.

13. The winner of each Prize will be determined by a representative of the Promotor at 9am at the Judging Location on Wednesday 22 April 2020.

14. The winner of each Prize will be contacted in writing within 7 days of the Prize winners being selected and prize will be fulfilled by 1st September 2020.

15. If a *Prize* is unavailable for whatever reason, the *Promoter*, in its sole discretion, reserves the right to substitute the *Prize* for a prize of equal or greater monetary value.

General

16. The total prize pool for this promotion is valued at \$2000 (including GST).

17. Judging of all prizes will be conducted by a representative of the Promoter.

18. The judges' decision for all prizes in this Promotion is final and binding and no correspondence will be entered into.

19. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.

20. In order for the Prize Winner to redeem the Prize, they must have or sign up to a Deliveroo account.

21. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

22. In the event that 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 (or any substitute prize) will not be awarded in lieu of that element of the prize.

23. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.

24. 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 their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.

25. Incomplete, illegible and incorrect entries or entries containing offensive or defamatory comments, or which breach any law or infringe any third-party rights, including intellectual property rights, are not eligible to win.

26. Any Eligible Entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanism in any way, or who does not properly comply with the entry process, will be ineligible to win.

27. It is a condition of taking a prize that the winner must, if requested to do so by the Promoter, sign and return documents relating to their eligibility to enter (including ownership of entry), statement of compliance with relevant terms and conditions and/or a release of the Promoter's liability in taking prizes.

Limitation of Liability

28. If for any reason this Promotion is not capable of running as planned (including if the Promotion is cancelled for any reason), including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud or technical failures, or any other causes beyond the control of the Promoter which corrupt or affect administration security, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to compliance with any relevant laws, including State and Territory regulations.

29. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion. Entries will be deemed to be accepted at the time of receipt and not at the time of transmission. No responsibility will be taken for lost, late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times.

30. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value, subject to any directions given by State gaming departments.

31. The Promoter reserves the right to disqualify entries and/or tips in the event of non-compliance with these terms.

32. To the extent permitted by law, the Promoter and its agencies associated with this Promotion are not liable and do not accept responsibility for:

(a) An Eligible Entrant's entry not being received or which are received and subsequently corrupted or rejected by a server of any Website;

(c) Any lost, misdirected or corrupt entries or emails whether to or from the Website or otherwise;

(d) Any loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury suffered or sustained in connection with this Promotion or accepting or using Prize:

(i) An Eligible Entrants participation in the Promotion or the taking of a place, except that which cannot be excluded by law; and/or

(ii). The conduct of the Promotion however caused, including failure of the Website or incorrect or corrupt data supplied by the Promoter to Eligible Entrant.

Use of Personal Information

33. By entering the Promotion, the Eligible Entrant, understands and agrees that the Promoter may use the eligible entrant's names, postal and/or email address for the Promoter's marketing and communication purposes. Any personal information Eligible Entrants provide will be treated confidentially and in accordance with the Promoter's Privacy statement at <https://www.saints.com.au/policies>.

35. Information about Eligible Entrants is used by the Promoter to assess and process registration in the Promotion. If an Eligible Entrant does not provide the required information, the Promoter cannot process the registration and the Eligible Entrant's entry will not be valid. All entries become the property of the Promoter and will be entered into a database. Information emanating from the Eligible Entrant's participation in the Promotion is used by the Promoter, and its agencies associated with this Promotion, for the determination of winners and

distribution of prizes, if any, awarded to an Eligible Entrant. A request to access, update or correct any information should be directed to the Promoter.

36. Eligible Entrants consent to publishing their name in the results section of the Website or any other digital channels of the Promoter and the Promoter will not be held responsible for any loss of reputation, status or otherwise in connection with an Eligible Entrant's entry into the Promotion.

37. Eligible Entrants consent to the Promoter using the Eligible Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

38. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the prize.