

# MELBOURNE CITY FOOTBALL CLUB.



Melbourne City FC

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## Promotion Terms and Conditions

Who's in the Dawson's Container, presented by Dawson Moving & Storage

### Promotion Details:

1	<b>Promotion</b>	Who's in the Dawson's Container, presented by Dawson Moving & Storage		
2	<b>Promoter</b>	Melbourne City FC Pty Ltd (ABN 39 128 569 264) of 369 Casey Fields Boulevard Cranbourne East, Victoria 3977		
3	<b>Promotional Period</b>	<b>Section / Player 1</b>	<b>Entries Open</b>	Wednesday 12 January 2022, 5.00pm AEDT
			<b>Entries Close</b>	Wednesday 19 January 2022, 4.59pm AEDT
		<b>Section / Player 2</b>	<b>Entries Open</b>	Wednesday 19 January 2022, 5.00pm AEDT
			<b>Entries Close</b>	Wednesday 26 January 2022, 4.59pm AEDT
		<b>Section / Player 3</b>	<b>Entries Open</b>	Wednesday 26 January 2022, 5.00pm AEDT
			<b>Entries Close</b>	Wednesday 2 February 2022, 4.59pm AEDT
		<b>Section / Player 4</b>	<b>Entries Open</b>	Wednesday 2 February 2022, 5.00pm AEDT
			<b>Entries Close</b>	Wednesday 7 February 2022, 4.59pm AEDT
4	<b>Eligible Entrants</b>	<p>Victoria and Tasmania residents over the age of 18 years and who are:</p> <ul style="list-style-type: none"> <li>• Not an employee of either Melbourne City FC or Dawson Moving &amp; Storage.</li> <li>• Not otherwise directly connected to the promotion.</li> <li>• Meet any additional eligibility requirements set out in the Conditions of Entry.</li> </ul>		
5	<b>How to Enter</b>	<p>During the Promotional Period, an Eligible Entrant must:</p> <ul style="list-style-type: none"> <li>• Visit the <b>Who is in the Dawson's Container</b> competition page - <a href="https://www.citycorporatehospitality.com.au/who-s-in-the-dawson-s-container">https://www.citycorporatehospitality.com.au/who-s-in-the-dawson-s-container</a></li> <li>• Enter the required personal details into the entry form;</li> </ul>		

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		<ul style="list-style-type: none"> <li>Select which Melbourne City A-Leagues Men player is in the Dawson's container, and why you like that player.</li> </ul> <p>Entry is free, and an Eligible Entrant may not submit more than one entry during the Promotional Period.</p> <p>If you enter during any of the Sections of the Promotion Period, and are not a prize winner during that initial weekly Section prize draw, your entry will be automatically included as an entry in the next weekly Section prize draw (and so on) until the Promotion close.</p> <p>Entries must be the original work of the Eligible Entrant and not previously published anywhere else.</p>
6	Prize(s)	<p><b>Prize:</b></p> <p>The prize consists of four Major Prizes, with one prize awarded for each Section.</p> <p>The major prizes are different per player, each player has a prize assigned to them, they are as followed:</p>
		<p>Player 1</p> <p><u>Behind the Scenes tour</u> Ultimate behind the scenes tour at a Melbourne City A-Leagues mens home game during season 2021/22, along with 2x City Class tickets to watch the game</p> <p>Value: \$1,000</p>
		<p>Player 2</p> <p><u>4x Tickets to City Class</u> You and three friends' will experience exclusive level two seating a Melbourne City A-Leagues mens home game during season 2021/22 in the City Class lounge, with gourmet finger food and the freedom of either behind glass viewing or a premium seat outside the function room.</p> <p>Value: \$360</p>
		<p>Player 3</p> <p><u>RRP \$150 Prize Pack</u> 1x Jacket 1x Cap 1x Scarf</p> <p>Value: \$150</p>
		<p>Player 4</p> <p><u>4x Tickets to City Class</u> You and three friends' will experience exclusive level two seating a Melbourne City A-Leagues mens home game during season 2021/22 in the City Class lounge, with gourmet finger food and the freedom of either behind glass viewing or a premium seat outside the function room.</p> <p>Value: \$360</p>
		<p><b>Prize Value:</b></p> <p>Behind the Scenes tour: \$1,000 2 version of of 4x Tickets to City Class: \$720 total Prize Pack: \$150</p>
		<p><b>Total Prize Pool:</b> \$1,870 AUD RRP</p>
7	Prize Selection	<p><b>Method:</b></p> <p>Each valid entry that correctly nominates the mystery player for the relevant Section of the Promotion, will then be individually judged according to its merits on the basis of creativity and originality as determined in the complete discretion of the Promoter.</p>

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		The top one entrant (winner) per player will be selected by the Promoter, each based on their 125 words or less submission	
	<b>Section / Player 1</b>	<b>Date:</b>	Thursday 20 January 2022
		<b>Time:</b>	12.00pm AEDT
	<b>Section / Player 2</b>	<b>Date:</b>	Thursday 27 January 2022
		<b>Time:</b>	12.00pm AEDT
	<b>Section / Player 3</b>	<b>Date:</b>	Thursday 3 February 2022
		<b>Time:</b>	12.00pm AEDT
	<b>Section / Player 4</b>	<b>Date:</b>	Thursday 8 February 2022
		<b>Time:</b>	12.00pm AEDT
	<b>Location:</b>	369 Casey Fields Boulevard Cranbourne East Victoria 3977	
	<b>Notification:</b>	<p>The winners will be notified by email within two (2) days of the prize selection date for each Section of the Promotion. 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 9 'Unclaimed Prizes'.</p> <p>For a Prize to be properly accepted by a winner (and then be able to be delivered), the winner will need to confirm their email address and postage address.</p>	
<b>8</b>	<b>Publication of winners</b>	<b>Website</b>	<a href="https://www.melbournecityfc.com.au/">https://www.melbournecityfc.com.au/</a> for a period of 28 days.
<b>9</b>	<b>Unclaimed Prizes</b>	If the Prize is unclaimed within 1 week period, the Promoter determines that a winner is ineligible or a winner notifies the Promoter that they can no longer claim the Prize, the Promoter will select a further winner to which that Prize will be awarded (such selection occurring in the same manner as the original judging exercise).	

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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 of the Promotion Details. 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.
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 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. Entry to the Promotion will be free of charge.
14. The Winner 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.

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16. If the awarding of the Prize involves a game of skill, then 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. All decisions of the Promoter when judging the competition are final.
17. The Promoter may select another winner of a Prize if that the winner originally selected is not readily identifiable and reasonable efforts have been made by the Promoter to identify the winner or if the original winner does not claim a prize within the timeframe set out in Item 9 of the Promotion Details.
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. 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, 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.
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.

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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 their parent or legal guardian, if the winner is aged under 18 years) 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, each of the Promoter and its related entities, and Dawson Moving & Storage Pty Ltd (ABN 67 147 129 271), and its related entities, and each of 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 or Dawson'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 or Dawson's; (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 the winner, provide a release and indemnity to the Promoter and to Dawson's, and to each of their respective 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 by Dawson, or any of their respective 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.
38. The Promoter and its related entities, and Dawson and its related entities, and each of 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, and in favour of Dawson. It is acknowledged that:
  - (a) the relevant commitment is given by each entrant and the winner for the benefit of the Promoter, and for the benefit of Dawson, with the intention that the each of the Promoter and Dawson is respectively 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 (to the extent it is relevant to the Promoter) and is held by Dawson on its own behalf (to the extent it is relevant to Dawson); and
  - (c) each of the Promoter, and Dawson, may respectively enforce and recover under the relevant commitment.

Save as described in the Promotion Details item 10, 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 the Promoter's related entities, prize suppliers, external service

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providers and authorities that regulate this Promotion. By accepting these Terms and Conditions, the entrant consents to the Promoter, and to Dawson Moving & Storage Pty Ltd (ABN 67 147 129 271), (**DAWSON**) 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, and Dawson, mailing lists 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 Melbourne City FC's Privacy Policy which is available at [www.melbournecityfc.com.au](http://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](mailto:privacy@melbournecityfc.com.au). Dawson will handle the entrants' personal information in accordance with these terms and its privacy policy which is available at [www.dawsonmoving.com.au](http://www.dawsonmoving.com.au). Entrants may request access to or correction of their personal information held by Dawson by writing to Chris Brimble, via [admin@adwsonmoving.com.au](mailto:admin@adwsonmoving.com.au)

40. 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.