

#### **Promotion Terms and Conditions** MyRepublic Race against the Rocket Competition

Melbourne City FC PO Box 4016 Narre Warren South Victoria, 3805 T +61 3 9457 1765 ww.melbournecityfc.com.au

#### **Promotion Details:**

<b>Vic</b> to	Promotion	MyRepublic Race against the Rocket Competition		
2.	Promoter	Melbourne City FC Pty Ltd (ABN 39 128 569 264) (" <b>Melbourne City FC</b> ") of 369 Casey Fields Boulevard Cranbourne East Victoria 3977		
3.	Promotional Period	Entries Open:	9.00am (AEST) on 16/02/2022	
		Entries Close:	11.59pm (AEDT) two days before the final Qualifying Match (as defined below).	
		Promotion Ends;	Following the Grand Final Race (as defined below)	
-		Victorian residents aged 18 years or older and who are:		
	Entrants	<ul> <li>not an employee or match day volunteer of either Melbourne City FC or MyRepublic Pty Ltd ("MyRepublic") or their affiliates;</li> </ul>		
		<ul> <li>not otherwise directly connected to the promotion; and</li> </ul>		
		meet a	any additional eligibility requirements set out in the Conditions of Entry.	
		The Participants (as defined below) will be required to sign a release form.		
5.	How to Enter	<ul> <li>During the Promotional Period, and prior to the period when Entries Close, an Eligible Entrant must:</li> <li>visit the <i>MyRepublic Race the Rocket</i> competition page (<u>https://www.citycorporatehospitality.com.au/race-the-rocket</u>);</li> </ul>		
		enter t	the required personal details into the entry form; and	
			er in 200 characters or less the question <i>"Why do you think you will be</i> or <i>Race the Rocket and win?"</i>	
	Entry is free. An Eligible Entrant may not s Promotional Period.		An Eligible Entrant may not submit more than one entry during the eriod.	
6.	Prize(s)	Prize:	The winner of the Grand Final Race will win a Samsung 50" AU8000 Crystal UHD 4k Smart TV (2021)	
		Prize Value:	\$995.00	
		Total Prize Pool:	\$995.00	
7.	Prize Selection	Method:	The winning Eligible Entrant will be determined as follows:	
			Participant Selection	
			For each Qualifying Race, one (1) Eligible Entrant will be selected to race in the Qualifying Race (" <b>Participant</b> ") based on the judges'	



opinion of their answer to the question "Why do you think you will be able to Race the Rocket and win?"
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.
Once an Eligible Entrant had been selected as a Participant, the Eligible Entrant will not be eligible to be selected for subsequent Qualifying Races.
Qualifying Races
There will be four (4) qualifying races at the following Melbourne City FC A-Leagues Men matches:
<ul> <li>verses Newcastle Jets FC – Friday 18 February 2022 ("Newcastle Match");</li> </ul>
<ul> <li>verses Central Coast Mariners FC – Tuesday 22 February 2022 ("Central Coast Match");</li> </ul>
• verses Macarthur FC – Date TBC ("Macarthur Match"); and
<ul> <li>verses Perth Glory FC – Date TBC ("Perth Match"),</li> </ul>
(each a " <b>Qualifying Race</b> ").
At each Qualifying Race, the relevant Participant will be on pitch at half-time to compete in a running race against the MyRepublic Rocket LED.
The Participant will proceed to the Grand Final if the Participant is able to beat the MyRepublic Rocket LED by being the first to cross the finish line. Whether the Participant beats the MyRepublic Rocket LED will be determined by the Promoter in its absolute discretion.
If the Participant in the Qualifying Race fails to beat the MyRepublic Rocket LED, the Participant will not compete in the Grand Final.
Grand Final Race
Provided a Participant is able to beat the MyRepublic Rocket LED in a Qualifying Race, a grand final race will be held at half-time during the Melbourne City FC A-Leagues Men matches verses Wellington Phoenix FC on Friday 1 April 2022 (" <b>Grand Final Race</b> ").
The Participant(s) who were able to beat the MyRepublic Rocket LED in the Qualifying Rounds will compete in the Grand Final for the Major Prize. The winner of the Grand Final Race will be the first Participant to cross the finish line. The winner of the Grand Final Race will be determined by the Promoter in its absolute discretion.
The winner of the Grand Final Race does not need to beat the MyRepublic Rocket LED.
If only one Participant competes in the Grand Final Race (i.e. only one Participant progressed to the Grand Final Race or was able to compete in the Grand Final Race), that Participant will only need to cross the finish line to win the Grand Final Race.
The winner of the Grand Final Race will win the Prize.
The Promotion is a game of skill. Chance plays no part in the selection of the Prize winners.



		Date and	Participants for the relevant Qualifying Race will be selected at
		time of Participant selection	<ul> <li>12.00pm (AEDT) on the following days:</li> <li>For the Newcastle Match, the one Participant will be selected on Thursday 17 February 2022.</li> </ul>
			<ul> <li>For the Central Coast Match, the one Participant will be selected on Monday 21 February 2022.</li> </ul>
			• For the Macarthur Match, the one Participant will be selected the day before the Macarthur Match.
			• For the Perth Match, the one Participant will be selected the day before the Perth Match.
		Location of	Melbourne City FC training base at Casey Fields
		Participant Selection:	369 Casey Fields Boulevard Cranbourne East Victoria 3977
			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. If such an alteration is required, the Promoter will publish those amended details on the Promoter's website.
		Notification:	Participant Notification
			The Participants for each Qualifying Race will be notified by phone and email within one (1) hour of the selection time. If a Participant cannot be contacted or fails to communicate acceptance withing 12 hours of attempted contact by the Promoter, the Promoter reserves the right to offer the right to participate in the relevant Qualifying Race prize to the runner up.
			Qualifying Race Winner Notification
			The winner of each Qualifying Race, provided they beat the MyRepublic Rocket LED as described in the Item 7 'Method' section, will be notified in person as soon as possible after the Qualifying Race.
			Major Prize Winner Notification
			The winner of the Prize will be notified in person as soon as possible after the Grand Final Race.
			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 right to offer the prize to the runner up, as provided in Item 9 'Unclaimed Prizes'.
8.	Publication of winners	Website	https://www.melbournecityfc.com.au/ for a period of 28 days
9.	Unclaimed Prizes		unclaimed, the Promoter determines that a winner is ineligible or a 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.	
10.	Privacy	The Promoter reserves the right to publish any or all components of the Entries (including parts of Entries) and publication does not necessarily mean the Entrant has won a Prize.	
11.	Other	Changes to match dates and times	
		The Promoter reserves the right to amend the number of Qualifying Races or the date, time or match of a Qualifying Race or the Grand Final Race. This includes in the event that the Australian Professional Leagues ( <b>APL</b> ) policy or State Government regulations addressing permitted 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.	
		In the event the Grand Final Race cannot proceed, the winner of the Major Prize will be determined by the Promoter in its absolute discretion.	
		Please note, these Terms and Conditions may be updated to reflect match day information as times and dates are confirmed or amended by the APL.	
		Vaccination Requirements	
		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 ( <b>Health Entry Requirements</b> ).	
		The Promoter will not be liable for any refund if a winner or any of their guests fail to comply with the Health Entry Requirements and is unable to access, or is required to leave, AAMI Park.	



#### **Promotion Terms:**

- 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 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 Promotor 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 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 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 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
- 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 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 MyRepublic, 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 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. MyRepublic will handle the entrants' personal information in accordance with the MyRepublic's Privacy Policy which is available at www.myrepublic.net/au/privacy/. Entrants may request access to, or correction of, their personal information held by MyRepublic by writing to the MyRepublic's Data Protection Officer at: dpo@myrepublic.com.sq.
- 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.