

Australian Sports Museum – Social Media Competition

Terms and Conditions

Promoter	Melbourne Cricket Club (ABN 92 871 871 964), PO Box 175 East Melbourne, Victoria, 8002.
Who can enter?	Only Australian residents who: (a) are aged 18 or over; (b) all entrants under 18 must receive parental or guardian consent to participate and must be accompanied by an adult over 18 when visiting the Australian Sports Museum.
Competition Period	23/06/2021 to 24/06/2021.
Entry instructions	To enter, you must, during the Competition Period comment on a Melbourne Cricket Ground or Australian Sports Museum social post and ensure you are following both the @mcg and @australiansportsmuseum Instagram channels.
How many winners will there be and how will they be chosen?	There will be 1 winner determined in respect of this competition. A winner will be picked at random at 9am on 25/06/2021. The Promoter may arrange to draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).
What can I win?	There is 1 prize available. The prize is a family pass to visit the Australian Sports Museum and take a MCG Tour, valid for 12 months.
Total prize pool	The total prize pool is up to \$95.
How and when will the winner/s be informed?	The winner will be notified by the Australian Sports Museum: <ul style="list-style-type: none"> • by contacting via social media account • followed in writing by email within two days of determination. Once the winner has communicated acceptance of the prize to the Promoter, the winner will have their name published on a Australian Sports Museum Instagram story via https://www.instagram.com/australiansportsmuseum/ .
Unclaimed prize/s	Prize claim date: 9am on 28/06/2021. Unclaimed prize determination: 10am on 28/06/2021 at the same location as the original draw. If the prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the winner can't be contacted (or the winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the prize at random to another Reserve Entrant. Any winner will be notified by the Promoter: <ul style="list-style-type: none"> • by contacting via social media account • followed in writing by email within two days of determination. Once the winner has communicated acceptance of the prize to the Promoter, the winner will have their name published on a Australian Sports Museum Instagram story via https://www.instagram.com/australiansportsmuseum/ .

1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

Entry

2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Entry forms from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. Where relevant, submitted entry forms are the Promoter's property. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable.

4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the prize.

5 Where relevant, the Promoter accepts no responsibility if one or more of the activities awarded as part of the prize are abandoned, called off or postponed for any reason. In that case you/your companion/s forfeit your entitlement to that event/activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

General

6 Any failure by you or (if applicable) your companion/s to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).

7 You/your companion/s must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you or any companion/s do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.

8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.

9 You must not:

- (a) tamper with the entry process;
- (b) act in a disruptive, annoying, threatening, abusive or harassing manner;
- (c) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
- (d) breach any law; or
- (e) behave in a way that is otherwise inappropriate.

10 The Promoter's decision in connection with all aspects of this competition is final.

11 Prizes cannot be transferred or exchanged nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.

12 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.

13 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that

where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

Liability

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 15 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 16 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.