

Australian Professional Leagues 2023 - Adopt an A-Leagues Club To Win Competition – NSW

CONDITIONS OF ENTRY

1. The Adopt An A-Leagues Club Competition (“**Competition**”) is conducted by Australian Professional leagues Company Pty Ltd (ACN 646 799 199) as trustee for the Australian Professional Leagues Trust (ABN 95 869 867 692) of Suite C2, Byron Kennedy Hall, Entertainment Quarter (122 Lang Road) Moore Park, NSW 2021 (“**Promoter**”).
2. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry and can be located on <https://aleagues.com.au/win-500-of-a-leagues-merchandise/> (the “**Competition Website**”). Entry into the Competition is deemed acceptance of these Conditions of Entry by each Entrant.
3. Unless otherwise indicated, all times and dates specified in these Conditions of Entry are times and dates in Sydney, Australia which may be in the time zones AEST or AEDT depending on the date.

COMPETITION PERIOD AND JUDGING

4. The Competition commences at 12 PM AEDT (Sydney Time) on **Friday, 17 November 2023** and ends at 12 PM AEDT (Sydney Time) on **Tuesday, 5 December 2023** (the “**Competition Period**”).
5. Judging will take place at 12 PM AEDT on **Wednesday, 6 December 2023** at the Promoter’s address (**Judging Date and Time**). All entries will be judged by a panel of three qualified judges individually on their merits based on creativity.
6. The best entry as determined by the judges in their absolute discretion will win the Prize.
7. This is a game of skill and chance plays no part in determining the winner.

ELIGIBILITY CRITERIA

8. Entry into the Competition is only open to Australian citizens and permanent residents (“**Australian Residents**”) aged 15 years and older as at the time of entry who remain Australian Residents for the duration of the Competition Period (“**Entrants**”). The directors, management and employees (and their immediate family) of the Promoter, its related entities, related bodies corporate or franchisees, printers, suppliers, providers, software providers and developers, and agencies associated with this Competition are ineligible to enter the Competition.
9. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
10. Entrants must visit the **Competition Website** and submit their names, email address, date of birth, state of residence and a response in 25 words or less to the question “Please let us know why you chose the club above”.
11. Entrants must agree to participate in the Competition in the manner directed within the website (“**Application**”) during the Competition Period and remain registered members for the remaining duration of the Competition Period.
12. Entrants aged less than 18 years must obtain the consent of their parent or legal guardian to enter the Competition and provide personal information about themselves. All entries of Entrants who are aged less than 18 years who enter the Competition while attempting to

conceal (or without disclosing) their age (as and where required) and/or do not provide the required parental or legal guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the Entrants and any parent or legal guardian who gives their consent (for Entrants aged less than 18 years). Persons who are aged less than 15 years old are ineligible to enter and participate in the Competition. All entries and attempted prize redemptions of persons who are aged less than 15 years old will be deemed invalid.

ELIGIBLE ENTRIES

13. Entrants must be new subscribers to A-Leagues and/or Football Australia email communications at the time of their entry.
14. Entrants must be at least 15 years of age at the time of entry and comply with the Conditions of Entry.
15. Each entrant is allowed a single entry per unique email address.
16. The competition must receive entries by the deadline specified, which is at 12 PM AEDT on **Tuesday, 5 December 2023**.
17. The competition winner must meet the requirements of prize claim by **Wednesday, 20 December 2023** at 12 PM AEDT.
18. Entries must include the following mandatory information:
 - Full Name
 - Email Address
 - Date of Birth
 - Postcode/State
 - Club Preference
 - A 25-words-or-less text field for a creative entry or response.
19. Participants are required to acknowledge their eligibility and provide consent by checking the following checkboxes:
 - “I agree to the terms and conditions of A-Leagues.”
 - “I agree to the privacy policies of A-Leagues and Football Australia.”

ENTRIES CANNOT BE TRANSFERRED

20. An Entry cannot be transferred by the Entrant who made the Eligible Entry, to any other person, whether by gift, sale, trade, barter, auction or otherwise by ‘transferring to another’, and whether the transaction was initiated privately or in a public forum, including but not limited to via online auction or purchase sites (for example eBay and Gumtree) or used for any other purpose. Such online auction or purchase sites may not permit the sale of lottery tickets on their sites and also generally prohibit their users from infringing any laws, third party rights or the policies of the site itself.
21. Any Entry that has been transferred is void and accordingly, a prize claim that includes any Entry that has been so transferred is invalid. Any person who is a party to such a transfer may be refused entry into or disqualified from participating in the Competition in the Promoter’s sole discretion. For the avoidance of doubt, any game materials produced for any other Competitions or games anywhere in the world are invalid for the purposes of this Competition.

22. Notwithstanding the prohibition on Entry transfer, the Promoter is not required to establish in any case whether the Entry(s) in a prize claim has/have been transferred.

HOW TO ENTER AND ENTRY CONTENT

23. To enter, Eligible Entrants must during the Entry Period visit <https://aleagues.com.au/win-500-of-a-leagues-merchandise> and meet the Eligibility Criteria.
24. Eligible Entrants must complete the Application and provide mandatory information as per Clause 16.
25. Entries must be the Eligible Entrant's original work. The Promoter reserves the right to require the Eligible Entrant to verify that the entry is the Eligible Entrant's original work. If the Promoter is unable to verify that the entry is original work to its satisfaction, the entry will be deemed invalid.
26. Eligible Entrants warrant that their entry is not in breach of any third party intellectual property rights. Eligible Entrants agree to indemnify the Promoter and its associated agencies against all losses, damages, claims and costs by third parties arising out of, connected to, or resulting from, a breach of the warranty set out in this clause.
27. An Eligible Entrant's entry must not include any content that contravenes any law and any content that is obscene, offensive, potentially defamatory, discriminatory, indecent, prejudicial or inconsistent with prevailing community standards.

UNCLAIMED PRIZE

28. All Prizes will be distributed during or after the close of the Competition.
29. If the Prize is not accepted or claimed by **Wednesday, 20 December 2023** at 12 PM AEDT, the relevant winner's entry will be deemed invalid and the Promoter will distribute any unclaimed Prizes to the next best ranking entry or entries (as applicable), as determined by the judges or the Promoter in its absolute discretion.
30. Winner of unclaimed Prizes will be notified in writing to the email address provided at the time of entry.
31. The Promoter assumes no responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, the Promoter may modify, cancel, terminate or suspend the Competition.

WINNER NOTIFICATION

32. Winners will be notified within 48 hours of the judging taking place in writing by email.
33. The names of the winners will be published on **Wednesday, 6 December 2023** at <https://aleagues.com.au/win-500-of-a-leagues-merchandise>.

WINNER VERIFICATION

34. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Competition and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo

identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize and any information submitted by the Entrant in entering the Competition, before issuing a prize (including confirming consent of an Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian that gave their consent, where an Entrant is under 18 years of age). If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.

35. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry; (b) submitting an entry, which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
36. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole discretion.
37. It is a condition of accepting a prize that a winner (and their prize Guest(s) (if applicable)) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) in a form determined by the Promoter in its absolute discretion. If a winner is under 18 years of age, the winner must ensure that the winner's parent or legal guardian also agrees to and signs such documents (if requested by the Promoter).

PRIZES GENERALLY

38. Each prize is valued in Australian Dollars inclusive of GST (if any) as at **Friday, 17 November 2023**.
The Promoter takes no responsibility for any variations in the value of a prize.
39. If a prize (or part of a prize) becomes unavailable, for any reason beyond the Competition Partner or Promoter's reasonable control (as applicable), then a comparable prize (or part of a prize) of equal or greater value will be awarded in lieu at the Competition Partner or Promoter's discretion, subject to any written directions made under applicable State or Territory legislation.
40. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). Prizes must be taken as offered and cannot be varied. Prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from any prize winnings. Independent financial advice should be sought.
41. All prizes, that are won by an Entrant who is under the age of 18 years at the time of entry will be awarded on behalf of the Entrant to the parent or legal guardian of the Entrant who consented to the Entrant entering the Competition.
42. Prizes will be delivered (if applicable) to Australian addresses only.
43. The Prize is a \$500 A-Leagues merchandise voucher for the Club of the Eligible Entrant's choice.

INTELLECTUAL PROPERTY

44. For the purposes of these Conditions of Entry, "**Intellectual Property Rights**" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights

in respect of or in connection with copyright, inventions (including patents), trademarks, service marks, trade names, domain names, designs, confidential information, trade secrets and knowhow and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia or otherwise.

45. A prize claim and any copyright subsisting in a prize claim irrevocably becomes, at time of submission, the property of the Promoter. All right, title and interest, including in all Intellectual Property Rights, in the Promoter's brands, logos, trading names and products will remain or be vested in the Promoter.
46. Participation in the Competition by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any of the Application, or in the Promoter's brands, logos, trading names and products.
47. By entering this Competition, Eligible Entrants grant the Promoter a non-exclusive licence to use the content of their entry, or any part of the content of the entry, in any way the Promoter wishes (including modifying, adapting, copying, cropping, retouching, editing, publishing, broadcasting or communicating the entry whether in original or modified form in whole or in part) in all media for the purposes of the Promoter's business on its website, social media or in any marketing campaign, without payment to the Eligible Entrant of royalties or compensation. If requested by the Promoter, Eligible Entrants agree to sign any further documentation required by the Promoter to give effect to this clause .
48. All Competition advertisements depicting prizes, prize descriptions and/or trade mark references are illustrative rather than definitive and do not imply any association with the Promoter.
49. By entering this Competition, Eligible Entrants consent to the Promoter dealing with their entry content in any way that may otherwise infringe the Eligible Entrant's moral rights, and agree not to assert their moral rights (wherever such rights are recognised) in respect of their entry against the Promoter or its assigns, licensees or successors.
50. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration or compensation for the purpose of promoting this Competition (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by the Promoter

GENERAL

51. The Promoter's decision is final and binding and no correspondence will be entered into. The Promoter accepts no responsibility for late, lost or misdirected entries or other communications. Entries will be deemed void if illegitimate, forged, manipulated or tampered with in any way.
52. Should an Eligible Entrant's contact details change during the Competition Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided as part of the redemption of a Prize should be directed to the Promoter
53. If the Competition is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of disease, epidemic, pandemic, war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Competition, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.
54. The Promoter, Football Australia, the A-Leagues Clubs and its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), for any direct or indirect injury, loss and/or damage arising in any way out of the Competition. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Competition and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Competition as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims.
55. Claims and entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Claims and entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible claims or entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected claims or entries.
56. Costs associated with accessing any Competition Partner Website and downloading, using or installing the Application remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
57. The use of any automated claim or entry software or any mechanical, electronic or other means that allows an Entrant to automatically generate entries or claim or enter repeatedly is prohibited and will render all claims or entries submitted by that Entrant invalid.
58. Any attempt to cause malicious damage or interference with the normal functioning of the Application or any Competition Partner Website, or the information on the Application or any Competition Partner Website, or to otherwise undermine the legitimate operation of this Competition may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.

59. All of the Promoter's decisions in respect of the Competition are final and no correspondence will be entered into.
60. No compensation will be payable to any person if a winner is unable to submit a prize claim for whatever the reason.
61. As a condition of entering this Competition, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, suburb, state, prize, postcode, likeness, image and/or voice (including photograph, film and/or recording of the same) in any location, media and digital assets worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Competition (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable Competition activities in relation to the Competition as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

PRIVACY

62. The Promoter collects, uses and discloses personal information in accordance with its Privacy Policy at <https://aleagues.com.au/privacy-policy/> Collection Statement at <https://aleagues.com.au/privacy-policy/> and as stated in these Conditions of Entry.
63. Selected partners, Competition agents and prize suppliers of the Promoter may require that Entrants provide personal information to them in order to process a valid prize claim/redemption. Entrants must satisfy themselves with the collection statements and privacy policies of any Competition Partners, as the Promoter will not accept any responsibility for the collection, use and handling of personal information by Competition Partners.
64. The Promoter collects personal information about an Entrant for the purposes disclosed in its Collection Statement. The Promoter and its Competition Partners also collect personal information about an Entrant to include the Entrant in the Competition, award prizes (where appropriate) and assist the Promoter in improving its goods and services. If the personal information requested is not provided, the Entrant cannot participate in the Competition and is deemed ineligible.
65. An Entrant agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant State or Territory lottery legislation.
66. An Entrant can gain access to, update or correct any of their personal information held by the Promoter by contacting the Promoter's Privacy Officer at privacy@aleagues.com.au. All personal information will be stored at the office of the Promoter and/or its Competition Partners. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter. These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.

67. By participating in the Competition and opting-in in the manner required at time of <https://aleagues.com.au/win-500-of-a-leagues-merchandise>, an Entrant also acknowledges that a further primary purpose for collection of the Entrant's personal information by the Promoter is to enable the Promoter to use the information to contact the Entrant in the future with information about A-Leagues and its associated clubs, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's personal information with its Australian and overseas related companies, Competition Partners, servants, employees, agents and trusted third parties who may contact the Entrant with information about A-Leagues and its associated clubs, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the Competition and opting-in, an Entrant acknowledges and agrees that the Promoter may use the Entrant's personal information in the manner set out in this Condition.
68. If the Promoter collects an Entrant's personal information, the Promoter will provide to each Entrant, at time of collection of personal information, a collection statement that details the personal information being collected, the purpose of its collection, where the personal information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
69. The Application and Competition Website may contain links to other websites ("Linked Sites"), including Competition Partner Websites. The Promoter is not responsible for the content of any Linked Sites, whether or not the Promoter is affiliated with the Linked Sites. The Promoter does not in any way endorse any Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect personal information or postings from Entrants, the Promoter shall bear no responsibility or liability for the manner in which such information or postings are used or exploited. The Linked Sites are for Entrants' convenience only and Entrants agree to access them at their own risk.

CUSTOMER SERVICE:

70. Consumers may contact Customer Support via marketing@aleagues.com.au during the Competition Period (inclusive). Customer Service Support will not be open on public holidays and weekends.