

**“EFC AFLW 2023 MEMBER PROMOTION” COMPETITION
TERMS AND CONDITIONS**

1. Information on how to enter and the prizes forms part of these Terms and Conditions. Participation in this competition (“Competition”) is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents (“Participants”). Participants under the age of 18 must have parental consent to enter. Employees (and their immediate families) of the Promoter and agencies associated with this Competition are ineligible to enter. 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.
3. Competition commences 9:00AM AEST Monday 3 July 2023 and closes 11:59PM AEDT Sunday 3 December 2023. (“Competition Period”).
4. To enter the Competition, Participants must, during the Competition Period visit the Promoter’s website (www.fujitsugeneral.com.au/promotions-and-finance/details/essendon-aflw-2023-member-promotion) and complete and submit the competition form, including their name, email address and contact number, residential address and answer the promotional question “What was your favourite moment of our inaugural year in the AFLW?” in 25 words or less.
5. Only completion of all the steps in clause 4 above will constitute a valid entry (“Entry”).
6. Multiple Participants can enter from the same household however only one (1) Entry will be permitted per Participant. If subsequent entries are submitted, only the first valid entry, submitted by that Participant, will be deemed the Entry. Incomplete or indecipherable Entries will be deemed invalid.
7. Entries are subject to moderation. The Promoter reserves the right (in its sole discretion) to exclude from the judging any Entry which the Promoter considers is unlawful or offensive.
8. If there is a dispute as to the identity of a Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Participant.
9. The judging will take place at Fujitsu General, 1 Telopea Place, Eastern Creek NSW 2766 on 6/12/2023 at 12:00pm AEDT. The judges may select additional reserve entries which they determine to be the next best in relation to the Promotion, and record them in order, in case of an invalid entry or ineligible entrant. The winner will be notified via the email address provided on the entry form.

10. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the Promotional Question.
11. The judges' decision is final, and no correspondence will be given if an Entry is unsuccessful.
12. No responsibility is accepted for any Entry that is late, lost or misdirected or if any winner does not claim their Prize (as defined below) in accordance with these Terms and Conditions.
13. The best valid Entry, as determined by the judges, will win a Fujitsu ASTG09KMTC split system valued at \$1,859 and \$650 towards installation, awarded in the form of a direct bank transfer to the winner. The total prize value of this prize is \$2,509.
14. If the winner of a Prize is under the age of 18 years, the Prize will be awarded to the winner's nominated parent or guardian.
15. If for any reason a winner does not take a Prize by the time stipulated by the Promoter, then the Prize will be forfeited.
16. If any Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize to the equal value and/or specification.
17. Total Prize pool value is \$2,509. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
18. Participants agree that they are fully responsible for any materials they submit via the Competition including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Participants warrant and agree that:
 - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;

- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
- (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the Participant agrees to indemnify the Promoter for any breach of the above terms.

19. As a condition of entering this Competition, each Participant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their Entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
20. Participants consent to the Promoter using their name, likeness, image and/or voice in the event 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 this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. Each Participant agrees that they are fully responsible for each Entry they submit, and are fully responsible for any equipment, materials, licences, or other costs required for or associated with each such Entry. To the fullest extent permitted by law, the Promoter excludes any liability, or any costs borne by the Participant in submitting their Entry.
22. If this Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated by the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Participant; or (b) to modify, suspend, terminate or cancel the Competition, as appropriate.
23. The Promoter reserves the right, at any time, to verify the validity of Entries and Participants (including a Participant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

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25. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 their 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; (e) any tax liability incurred by a winner or Participant; or (f) use of a Prize.
27. The Promoter collects personal information ("PI") of Participants in order to conduct the Competition and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and Prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.fujitsugeneral.com.au/help-centre/privacy-policy>. The Privacy Policy also contains information about how Participants may opt out, access, update or correct their PI, how Participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All Entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.
28. The Promoter is Fujitsu General (Aust.) Pty Limited (ABN 55 001 229 554) of 1 Teloopa Place, Eastern Creek 2766.