

2024 Ultimate Hawks Competition

Terms and Conditions

Overview

1. Information on how to enter the 2024 Ultimate Hawks Competition (**Competition**) and the available prizes forms part of these conditions of entry. Submission of an entry is deemed acceptance of these terms and conditions.
2. The promoters are iiNet Limited (ABN 48 068 628 937) of Level 1, 502 Hay Street, Subiaco, Perth WA 6008 (**iiNet**) and Hawthorn Football Club of 3/2 Stadium Circuit, Mulgrave VIC 3170 (**Hawthorn**) (**Promoters**).

Eligibility

3. Entry is open to residents of Australia, and entrants below the age of 18 must have permission from a parent or guardian (**Eligible Entrants**).
4. Employees (and their immediate families) of the Promoters, participating retailers or any of their associated agencies or companies are ineligible to enter.

Competition Period

5. The Competition commences at 9:00AM (AEST) Thursday, 9th May 2024 and concludes at 9:00AM (AEST) Sunday, 26 May 2024 (**Competition Period**).

How to enter

6. To enter, Eligible Entrants must, during the Competition Period, submit an answer via https://hawks.team/ultimate_hawks responding to the following question: "*In 25 words or less, tell us who you would share your Ultimate Hawks experience with?*" (**Entry Comment**). The Competition entry page is scheduled to be made available at 9am 9th May 2024.
7. Entry into the Competition will occur automatically upon making an Entry Comment.
8. Eligible Entrants may enter the Competition only once. If an Eligible Entrant submits Entry Comments multiple times, the comment that was entered first will be counted as the Entry Comment and no comments entered thereafter will be considered.
9. Entries will only be considered if they are made within the Competition Period.
10. The Promoters' decision is final and no correspondence will be entered into. An entry is deemed to be received at the time of its receipt by Hawthorn and not at the time of transmission.
11. Any costs associated with entering the Competition are the entrant's responsibility.
12. The Promoters reserve the right to verify the validity of entries and to disqualify any entrant who the Promoters believe has either tampered with the entry process or has submitted an entry that is not in accordance with these terms and conditions.
13. Failure by the Promoters to enforce any of its rights at any stage does not constitute a waiver of those rights.
14. Incomplete entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.

15. All entries are the property of the Promoters. No responsibility is accepted for entries not received by the Promoters. Entries will be deemed invalid if stolen, forged, mutilated or tampered with in any way.
16. If there is a dispute as to the identity of an entrant, the entrant will be deemed to be the person in whose name the Entry Comment was made, and through the email provided.

Selection of a winner and prize

17. There will be one winner of the Competition (**Winner**).
18. The Winner will be selected by the Promoters based on the originality, creativity and humour shown in the Entry Comment. The selection of the Winner based on these criteria will be entirely at the Promoters' discretion. This is a game of skill.
19. The Winner will receive the following prize (**Prize**):
 - a. Two Presidents Functions tickets (Corporate hospitality) (one (1) ticket each for Winner and their nominated guest) to watch the Hawthorn Hawks v Adelaide Crows Round 12 match at MCG, Melbourne, on Saturday 1 June 2024 (**Match**) – Winner must be aged 18 or above, or be accompanied by an adult;
 - b. Attendance for two (2) people (the Winner and their nominated guest) to the Hawthorn Hawks' changeroom pre-Match;
 - c. Attendance for one (1) person (the Winner or their nominated guest) to the pre-Match coin toss;
 - d. Match Ball delivery;
 - e. Signed ball from the Match;
 - f. Return flights and accommodation in Melbourne for two (2) people (the Winner and their nominated guest) to attend the Match– open to all states but residents from Victoria will forfeit this element of the Prize; and
 - An iiNet broadband connection to the Winner's chosen residential address for twelve (12) months (valued at up to \$1,199). Prize is dependent on what is available at their chosen residential address, and does not include any optional add-ons (e.g., call packs, Fetch) Winner needs to pay the first month (and any modem or delivery fee) upfront, iiNet to then apply the credits to their accounts for month paid, to get the full 12 months free.
20. Attendance at the Match using the provided tickets and at the associated events which form part of the Prize is subject to the terms and conditions of the relevant venue, and the Promoters accept no responsibility for the Winner's or their nominated guest's compliance with those terms and conditions.

21. The return flights to attend the Match will be provided from the Winner's closest major city.
22. Total number of prizes = 1. Total Prize value = AUD 7,500.00.
23. Prizes are not transferable or exchangeable and are not redeemable for cash. The Promoters accept no responsibility for any variation in Prize value. All Prize values are the recommended retail price including GST, and are correct at the time of printing.
24. If the Promoters are unable to supply the nominated Prize, or part of any nominated Prize, the Promoters reserve the right, subject to the written directions of any competent authority, to supply another prize of greater or equal value.
25. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize, are the sole responsibility of the Winner.
26. The Promoters accept no responsibility for the Prize being damaged or lost in transit.

Notification and re-selection of Winner

27. The Winner will be notified in writing by 11:59PM (AEST) on Monday, 27 May 2024.
28. The Promoters will notify the Winner via phone call and/or email to the phone number and email they have provided with their Entry Comment, which will announce them as the Winner. The Winner will be instructed to confirm their eligibility and ability to take the Prize to claim the Prize.
29. The Promoters will take all reasonable steps to notify the Winner of the result of the Competition.
30. The Prize is intended to be claimed by the Winner by 5:00PM (AEST) Tuesday, 28 May 2024. If the Winner claims their Prize at a later time, but prior to the acceptance due date, the Prize will be provided to the Winner within a reasonable period of time.
31. Subject to clauses 32-34 below, if for any reason whatsoever the Winner does not claim their Prize by 5:00PM (AEST) on Tuesday, 28 May 2024, then the Prize will be forfeited by the Winner and neither cash nor any other Prize will be awarded in lieu of that Prize.
32. If for any reason whatsoever the Winner does not accept their Prize by 5:00PM (AEST) on Tuesday, 28 May 2024, the Promoters will select and announce a second winner on Wednesday, 29 May 2024 (**Second Winner Selection**). This second winner will enjoy the same rights and responsibilities as the Winner, as outlined in these Terms and Conditions.
33. The winner of the Second Winner Selection will be notified via phone call and/or written notification to the phone number and email they have provided with their Entry Comment by the Promoters within two (2) days of the Second Winner Selection.
34. If for any reason whatsoever the second winner does not redeem their Prize by 5:00PM (AEST) Thursday, 30 June 2024 then the Prize will be forfeited by the second winner and neither cash nor any other Prize will be awarded in lieu of that Prize.
35. Entrants agree, at the Promoters' request, to participate in any promotional activity (such as an interview) surrounding this Competition or the winning of any Prize. Entrants agree this participation will be free of charge. Entrants consent to

the Promoters and their associated agencies' using their name and image in any media in perpetuity, without limitation and without compensation to the entrant.

General

36. Eligible Entrants can only enter in their own name.
37. The Promoters reserve the right to request the Eligible Entrant produce appropriate photo identification or other documentation (to the Promoters' satisfaction, at its sole discretion) in order to confirm the Eligible Entrant's eligibility to enter and claim a Prize, before issuing a Prize.
38. If for any reason whatsoever beyond the reasonable control of the Promoters, the Competition is not capable of being conducted as reasonably anticipated, the Promoters reserve the right, in their discretion, unless to do so would be prohibited by law, to (a) disqualify any entrant; and/or (b) to cancel, suspend, modify, terminate or cancel the Competition.
39. The Promoters assume no responsibility for, and the Eligible Entrant releases the Promoters from responsibility for, any failure to receive an entry or for inaccurate information or for any loss, claim, damage or injury to person or property (including computer systems and servers) as a result of the Eligible Entrant's participation in the Competition or the conduct of the Competition generally or as a direct or indirect result of an entrant's error, any technical problem of any kind including communications or network failure, unauthorised access to, transferring or theft of data, whether caused by the Eligible Entrant or associated with the equipment or programming used in the conduct of this Competition. If, because of any such problem, this Competition is not able to be conducted as planned and/or the Competition's administration, security, fairness or integrity are compromised or affected, the Promoters may (where necessary with the approval of the relevant Department) cancel, terminate, modify or suspend the Competition and/or disqualify any Eligible Entrant involved in interfering or tampering with the conduct of this Competition in any way.
40. These Terms and Conditions do not, nor do they intend to, limit, exclude or modify any non-excludable statutory guarantee under the *Competition and Consumer Act 2010* (Cth) or any other warranties (whether express or implied) or terms under any state or federal legislation which cannot be excluded.
41. Subject to clause 40 and to the maximum extent permitted under law, the Promoters (including their officers, employees and agents) exclude all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including without limitation loss of opportunity or loss or profits) whether direct, indirect, special or consequential, arising in any way out of the Competition, including, without limitation, the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoters' 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 receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any variation in Prize value to that stated in these conditions of entry; (e) any tax implications; and/or (f) a Prize or use of a Prize. Nothing in these terms affects the statutory rights of any person under the Australian Consumer Law or any other applicable law.
42. This Competition is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram. The entrant releases Facebook, Twitter and Instagram from all liability in relation to the Competition.