

iiNet AFL Grand Final Competition 2022

Terms and Conditions

Overview

1. Information on how to enter the iiNet AFL Grand Final Competition 2022 (**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 promoter is iiNet Limited (ABN 48 068 628 937) of Level 1, 502 Hay Street, Subiaco, Perth WA 6008 (**Promoter**).

Eligibility

3. Entry is only open to residents of the State of Victoria. Entrants must be aged 18 or over, or if they are under 18, they must have permission from a parent or guardian to enter (**Eligible Entrants**). Refer to paragraph 23 for the requirement of a parent or guardian to accompany an Eligible Entrant if they win a prize.
4. Employees (and their immediate families) of the Promoter, participating retailers or any of their associated agencies or companies are ineligible to enter.

Competition Period

5. The Competition commences at 9:00AM (AEST) on Thursday, 8 September 2022 and concludes at 5:00PM (AEST) on Monday, 19 September 2022 (**Competition Period**).

How to enter

6. To enter, Eligible Entrants must, during the Competition Period, go to <https://www.iinet.net.au/campaign/hawks-competition-2022-GF>, complete the webform, and agree to the iiNet Privacy Policy and terms and conditions. In completing the webform, Eligible Entrants must provide their:
 - a. response to the question, "*In 25 words or less, tell us which dynamic duo you would want on your grand final team and why?*";
 - b. full name;
 - c. mobile number;
 - d. email address;
 - e. state of residence; and
 - f. postcode.
7. The completion of each element in paragraph 6 above will be considered a valid entry (**Entry**).
8. Entry into the Competition will occur automatically upon submitting an Entry.
9. Eligible Entrants may submit only one Entry.
10. Entries will only be considered if they are made within the Competition Period.
11. The Promoter's decision is final and no correspondence will be entered into. An Entry is deemed to be received at the time of its receipt by the Promoter and not at the time of transmission.
12. Any costs associated with entering the Competition are the entrant's responsibility.
13. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who the Promoter believes has either tampered with the entry process or has submitted an entry that is not in accordance with these terms and conditions.

14. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
15. Incomplete entries will be deemed invalid. Any incorrect details submitted may render the corresponding entry invalid.
16. All entries are the property of the Promoter. No responsibility is accepted for entries not received by the Promoter. Entries will be deemed invalid if stolen, forged, mutilated or tampered with in any way.
17. 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 was made, based on the personal details provided in the webform referred to in paragraph 6 above.

Selection of winners and prize

18. There will be 3 winners of the Competition (**Winners**). The Winners are considered equal to one another in respect of their entitlement to a prize.
19. The Winners will be selected by the Promoter based on the creativity shown in the Entry (see paragraph 6a.). The selection of the Winners based on these criteria will be entirely at the Promoter's own discretion. This is a game of skill.
20. The Winners will each receive the following prize (**Prize**), which is valued at \$7,725:
 - a. 2x reserved seats tickets to the 2022 Toyota AFL Grand Final (valued at \$2,818) on Saturday, 24 September 2022;
 - b. 2x tickets to the AFL Grand Final Brunch (valued at \$3,628) on Saturday, 24 September 2022;
 - c. 1x 2022 Hawthorn Hawks guernsey signed by players from the Hawthorn Hawks team, which is valued at \$500; and
 - d. An iiNet broadband service provided to the Winner's chosen residential address for twelve (12) months. (Valued at up to \$1,199)
21. Total number of prizes = 3. Total prize value = \$24, 437
22. The Winners' costs of flights, accommodation, and any other expenses are not included in the Prize and will not be provided by the Promoter.
23. If an Eligible Entrant is under the age of 18, they must be accompanied by a parent or guardian at the 2022 Toyota AFL Grand Final and the AFL Grand Final Brunch on Saturday, 24 September 2022.
24. Attendance of the 2022 Toyota AFL Grand Final and AFL Grand Final Brunch using the Prize is subject to the terms and conditions of the Melbourne Cricket Ground, applicable AFL health and standards regulations, and applicable Victorian Government health regulations. The Promoter accepts no responsibility for the Winners' compliance with those terms and conditions and regulations.
25. In the event a winner is legally prohibited from attending the 2022 Toyota AFL Grand Final and Grand Final Brunch due to COVID-19 restrictions, we will arrange a substitute prize at the same prize value as the original prize.
26. The service that each Winner will receive as part of the Prize under clause 20(d) is dependent on what is available at their chosen residential address, and does not include any optional add-ons (e.g. call packs, Fetch).
27. Prizes are not transferable or exchangeable and are not redeemable for cash. The Promoter accepts 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.

28. If the Promoter is unable to supply the nominated prize, or part of any nominated prize, the Promoter reserves the right, subject to the written directions of any competent authority, to supply another prize of greater or equal value.
29. All additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the sole responsibility of the winner.
30. The Promoter accepts no responsibility for prizes damaged or lost in transit.

Notification and re-selection of winners

31. The Winners will be notified at 2:00PM (AEST) on Wednesday, 21 September 2022.
32. The Promoter will notify each Winner that they have won a Prize via telephone. The Winner will be instructed to send an email to sponsorship@iinet.net.au to claim the Prize.
33. The Promoter will take all reasonable steps to notify the Winner of the result of the Competition.
34. Subject to clauses 35-36 below, if for any reason whatsoever a Winner does not claim their Prize or an element of their Prize by 2:00PM (AEST) on Thursday, 22 September 2022, then the Prize or that element of the Prize will be forfeited by the Winner and neither cash nor any other Prize will be awarded in lieu of that Prize or that element of the Prize.
35. If for any reason whatsoever a Winner does not claim their Prize or an element of their Prize by 2:00PM (AEST) on Thursday, 22 September 2022, the Promoter will select and announce a back-up winner at 3:00 PM (AEST) on Thursday, 22 September 2022 (**Back-up Winner Selection**). This back-up winner will enjoy the same rights and responsibilities as the Winner they are replacing, as outlined in these Terms and Conditions.
36. The winner of the Back-up Winner Selection will be notified via telephone by the Promoter at 3:00PM (AEST) on Thursday, 22 September 2022.
37. Entrants agree, at the Promoter's 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 Promoter and its associated agencies' using their name and image in any media in perpetuity, without limitation and without compensation to the entrant.

General

38. Eligible Entrants can only enter in their own name.
39. The Promoter reserves the right to request the Eligible Entrant produce appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Eligible Entrant's eligibility to enter and claim a prize, before issuing a prize.
40. If for any reason whatsoever beyond the reasonable control of the Promoter, the Competition is not capable of being conducted as reasonably anticipated, the Promoter reserves the right, in its sole 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.
41. The Promoter assumes no responsibility for, and the Eligible Entrant releases the Promoter 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 Promoter 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.

42. These terms and conditions of entry 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.
43. Subject to clause 42 and to the maximum extent permitted under law, the Promoter (including its officer, employees and agents) excludes 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 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 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 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.