

MELBOURNE CITY FOOTBALL CLUB.



Promotion Terms and Conditions

Indomie Half time Football Challenge, presented by Indomie

La Trobe University
Melbourne
Victoria

Melbourne City FC

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1.	Promotion	Indomie Half time Football Challenge, presented by Indomie	
2.	Promoter	Melbourne City FC Pty Ltd (ABN 39 128 569 264) of 2 Crissane Road Bundoora, Victoria 3083	
3.	Promotional Period	Entries Open:	9.00am (AEST) on 12/04/2021
		Entries Close:	11.50pm (AEST) on 15/04/2021
		Promotional Period Close:	At the end of half time (approx. 8:30pm) of the Melbourne City FC v Melbourne Victory match A-League match on 17/04/2021.
4.	Eligible Entrants	<p>Victorian residents aged 18 years and over and who:</p> <ul style="list-style-type: none"> have purchased or redeemed a ticket to the Melbourne City FC v Melbourne Victory match A-League match on 17/04/2021 at AAMI Park (the "Melbourne Derby"); have attended the Melbourne Derby and are available at half-time (approx. 8.00pm) of the Melbourne Derby match; and <p>Meet any additional eligibility requirements set out in the Conditions of Entry.</p>	
5.	How to Enter	<p>During the Promotional Period, and prior to the period when Entries Close, an Eligible Entrant must:</p> <ul style="list-style-type: none"> Visit the Indomie Half Time Activation competition page (https://www.citycorporatehospitality.com.au/indomie-competition) and Enter the required personal details into the entry form Write in 150 characters or less what you would do with \$2,000 <p>Entry is free, and an Eligible Entrant may not submit more than one entry during the Promotional Period.</p>	
6.	Prize(s)	Prize:	<p>The winner of the on-pitch kicking tournament (per the method outlines in the "Prize Selection" description below) will be awarded one (1) prize of \$5,000 in a cash (bank transfer) and the runner up will be awarded a Indomie prize pack.</p> <p>Major Prize Winner prize includes:</p> <ul style="list-style-type: none"> \$5,000 cash (bank transfer) <p>Runner up prize includes:</p> <ul style="list-style-type: none"> Indomie noodles gift pack worth \$100

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			Please note it is the obligation of the prize winners to ensure they have read all ingredients information within the Indomie noodles gift pack to ensure it is appropriate for their consumption and does not cause any issue relating to food allergies.
		Prize Value:	\$5,100
		Total Prize Pool:	\$5,100
7.	Prize Selection	Method:	<p>The top two (2) Eligible Entrants will be selected, based on the judges' opinion of their answer to the question "what you would do with \$5,000?".</p> <p>The two ambassadors will be on the pitch at half-time of the Melbourne Derby and make kicks on behalf of the competitors, each having five attempts, one at a time and taking it in alternate turns, to kick a football from the designated spot to the Indomie Cup also placed on the pitch (the "On-Field Kicking").</p> <p>The first ranked Eligible Entrant (in the opinion of the judges) will have the first opportunity to select their ambassador to conduct the On-Field Kicking on their behalf.</p> <p>FIVE points will be awarded if the football is kicked into the cup and lands in the cup. ONE point will be awarded if the football is kicked and hits the Indomie Cup on the full. ZERO points will be awarded if the football lands inside the Indomie Cup or hits the Indomie Cup after touching the ground.</p> <p>An eligible kick must take place from the designated distance. A kick will only be deemed eligible if taken from the ground with the entrant not using any part of their hands or arms to help kick the football.</p> <p>The ambassador with the highest number of points after five kicks each will be deemed their competitor the winner and win the Major Prize.</p> <p>If both ambassadors are on equal points after five attempts, the competition will move into Sudden Death. Each ambassador will continue to take it in turns to kick at the Indomie Cup with one ambassador having to hit the Indomie Cup (either on the full or the football into the Indomie Cup) and the other ambassador to miss to be deemed the winner and win the Major Prize.</p> <p>In the event that, after five rounds of Sudden Death, a winner has not been determined, the Major Prize will be awarded by each of the two selected Eligible Entrant's kicking a ball to finish closest to the Indomie cup (such determination at the Promoter's absolute discretion).</p> <p>In the event the Club is not able to arrange participation with ambassadors, the Club may instead require the top 2 selected Eligible Entrants conduct the On-Field Kicking noted in this Method, with</p>

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			references to “ambassador” being replaced with “selected Eligible Entrant”.
		Date:	Saturday 17 April 2021
		Time:	At half time of the Melbourne Derby; approximately 8.00pm (AEST)
		Location:	AAMI Park Olympic Boulevard Melbourne VIC 3000
		Notification:	The Major Prize winner (and the runner up prize winner) will be notified in person by the Promoter at the time of the relevant ambassador successfully kicking the most points Cup during the On-Field Kicking. Those persons will also be contacted by the Promoter with further details in relation to the Prize via the e-mail and/or phone number provided by the winner/s.
8.	Publication of winners	Website	https://www.melbournecityfc.com.au/ for a period of 28 days
9.	Unclaimed Prizes	<p>If the Prize is unclaimed, the Promoter determines that a winner is ineligible or a winner notifies the Promoter that they can no longer claim the Prize, the Promoter will award the Prize to the runner up.</p> <p>If an Eligible Entrant is contact by the Promoter based on the judges’ determination but is unable to claim their place at the Melbourne Derby to participate in person during the On-Field Kicking, the Promoter, the Promoter will provide the opportunity of attending the On-Field Kicking to the next highest raked entry based on the submissions to the question “what you would do with \$5,000?”</p>	

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Promotion Terms:

1. The Promotion Details and the Promotion Terms together form the terms and conditions of entry for the Promotion (**Terms and Conditions**). By participating in this Promotion each entrant accepts and agrees to be bound by these Terms and Conditions.
2. To the extent of any inconsistency between the Promotion Details and the Promotion Terms, the terms of the Promotion Details will prevail. Capitalised terms not otherwise defined in these Promotion Terms have the same meaning as in the Promotion Details. A reference to an Item in these Promotion Terms means the corresponding item in the Promotion Details.
3. The promoter is Melbourne City FC Pty Ltd (ABN 39 128 569 264) of 2 Crissane Road, Bundoora, Victoria 3083 (**Promoter**).
4. Information on how to enter and the prizes form part of these Terms and Conditions.
5. Entry is open to Eligible Entrants set out at Item 3. Directors, officers, management and employees (and the immediate family members of directors, officers, management and employees) of the Promoter or any suppliers, providers, companies and agencies associated with the Promotion are not eligible to enter. "**Immediate family member**" means a spouse, ex-spouse, de-facto spouse, parent, child, sibling or step-child, whether or not they live in the same household.
6. Entrants must be at least the age specified in Item 3 of the Promotion Details. If permitted under Item 3 of the Promotion Details, entrants under 18 years of age must have parental/guardian approval to enter and parental/guardian consent to these Terms and Conditions before participating and submitting their entry. If the winner is under the age of 18 years, his/her parent or guardian will be required to consent in writing to these Terms and Conditions. The Promoter reserves the right to request that an Entrant provide contact details of a parent / legal guardian as part of the submission or winner verification process and may contact an Entrant's parent or legal guardian to verify such prior permission. If the winner is under the age of 18, the Promoter may require the Competition T&Cs be signed by the winner's parent or legal guardian before the prize is awarded.
7. To enter the Promotion, Eligible Entrants must complete the steps set out in Item 5 of the Promotion Details. Eligible Entrants must provide all information required to enter the Promotion, which may include, but is not limited to, their full name, gender, date of birth, residential address, current and valid email address, contact telephone number and mobile telephone number.
8. The Promoter reserves the right, at any time, in its sole discretion, to:
 - a. verify the validity of entries and entrants (including but not limited to an entrant's identity, age and place of residence); and/or
 - b. disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process; and/or
 - c. disqualify at any time any entry that, in the opinion of the Promoter, includes objectionable content, profanity or is potentially insulting, inflammatory or defamatory.
9. 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.
10. Entries will be deemed to be accepted once Eligible Entrants have completed the steps set out in Item 4 of the Promotion Details. Incomplete, indecipherable or illegible entries will be deemed invalid. Contact details entered incorrectly by an Eligible Entrant may deem their entry invalid. No responsibility will be taken for lost or misdirected entries.
11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.



12. The Promoter prohibits entries that violate the rights of others, include objectionable content or are unlawful or potentially insulting, inflammatory, defamatory or obscene.
13. Entry to the Promotion will be free of charge.
14. The Winner of the Prize will not be charged a delivery or administrative fee.
15. In accordance with Item 9 of the Promotion Details, if for any reason a winner does not take a Prize by the time stipulated by the Promoter, then that winner's Prize will be forfeited.
16. If the awarding of the Prize involves a game of skill, then each valid entry will be individually judged according to its merits on the basis of creativity and originality as determined in the complete discretion of the Promoter. All decisions of the Promoter when judging the competition are final. If the awarding of the Prize involves a prize draw, the Promoter reserves the right to conduct a redraw, in its absolute discretion, in the event an entrant has not claimed a prize within the timeframe prescribed in Item 9 (if relevant). If required or relevant, the Promoter will conduct the unclaimed prize draws on a date determined by the Promoter at the same time and place as the original draw, subject to state/territory regulations, and the winner(s) of that draw will be notified, and their details disclosed, in the same manner as would have been required under the original draw.
17. The Promoter may substitute the winner of a Prize if that person is not readily identifiable and reasonable efforts have been made by the Promoter to identify the winner.
18. If a Prize (or part of a Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The Prize Value(s) in these Terms and Conditions are in Australian dollars, include Australian GST where applicable and are based on the recommended retail value of Prize components at the time of printing.
20. The Promoter accepts no responsibility for any variation in the value of any part of the Prizes. To the extent permitted by law:
 - a. the Promoter makes no representations or warranties as to the suitability of the Prizes; and
 - b. no compensation will be payable if, for any reason, a winner is unable to use the Prizes as stated.
21. The winner accepts the Prize 'as is' and acknowledges that the Promoter accepts no responsibility for any tax implications that may arise from the Prize.
22. If there is a prize draw, Entrants are not required to be present at the prize draw to be eligible to win, unless
 - a. entry to the Promotion is only available in the premises in which the draw is to take place; and
 - b. the draw takes place within 24 hours after the commencement of the Promotion.
23. The winners will be notified in writing by email within the timeframe prescribed in Item 7 of the Promotion Details using the contact details provided to the Promoter on entry into the Promotion or subsequently as provided in the Promotion Details. The winners' details will be published at the website and for the time period set out in Item 8 of the Promotion Details .
24. The Prizes are as stated and cannot be varied or transferred or exchanged for cash or goods. If, for any reason whatsoever, the winner does not take an element of the Prize at the time stipulated by the Promoter, then that element of the Prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the Prize. Prize values are the recommended retail value as provided by the supplier and are correct at time of printing.
25. Only one prize can be won by any single entrant.
26. Printing errors and other quality control matters will not be used as a reason for refusing a winning entry.
27. The Promoter's decision in relation to any aspects of the Promotion is final and binding on every person who enters.



28. Any ticketed method of draw will allow each ticket in the draw a random and equal chance of being drawn.
29. Subject to the approval of the relevant trade promotion regulators, if this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to infection by computer virus, bugs, tampering, technical difficulties, unauthorised intervention or fraud, which corrupt or affect the administration security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant who tampers with the entry process; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
30. The Promoter is not responsible for any incorrect or inaccurate information either caused by programming associated with or utilised in the promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of the promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
31. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the internet service provider used.
32. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
33. Entrants consent to the Promoter using the entrant's name, likeness, image, voice and/or entry if 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 the Promotion including any outcome, and promoting any products, services or materials manufactured, distributed and/or supplied by the Promoter or the supplier of the Prizes and any related use by the Promoter.
34. It is a condition of accepting a Prize that the winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the winner grants the Promoter a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with the Promoter at all times.
35. As a condition of accepting the Prize, the winner (and their parent or legal guardian, if the winner is aged under 18 years) may be required to sign legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
36. Except for any liability that cannot be excluded by law, the Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives), exclude all liability (including liability in negligence) for any claim, personal injury, death, loss or damage (including loss of opportunity), cost or expense that may be suffered, incurred or sustained by the entrant or the winner, whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, arising out of 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 its 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; and/or (e) redemption and use by the winner of any Prize.
37. All entrants in the Promotion, including the winner, provide a release and indemnity to the Promoter and its officials, servants, representatives, agents and sponsors (and any of their respective representatives) against any claim, loss, damage, liability, cost and expense that may be incurred or sustained by the Promoter or its officials, servants, representatives, agents and sponsors (and any of their respective representatives) arising out of any act, matter or thing done, permitted or omitted to be done by the entrant including the winner in relation to the Promotion or the Prize.
38. The Promoter and its related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) take no responsibility for defective Prizes or Prizes damaged or lost in transit, or late, lost or misdirected mail.
39. The release and indemnity in clauses 36 and 37 (each a "**relevant commitment**") is given by each entrant (including the Winners) in favour of the Promoter. It is acknowledged that:

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- a. the relevant commitment is given by each entrant and the winner for the benefit of the Promoter with the intention that the Promoter is entitled to rely on and enforce the relevant commitment;
 - b. the benefit of the relevant commitment is held by the Promoter on its own behalf; and
 - c. the Promoter may enforce and recover under the relevant commitment.
40. Save as described in the Promotion Details item 10, the Entry details remain the property of the Promoter. Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Promotion (including for the purpose of identifying and notifying the winner). The name, address, phone number and email address of entrants may also be incorporated into the Promoter's mailing lists for future promotional, marketing, publicity, research, profiling and analytical purposes. Entrants may be contacted via electronic text messages, emails, mail and telephone. The Promoter will handle the entrants' personal information in accordance with these terms and Melbourne City FC's Privacy Policy which is available at www.melbournecityfc.com.au. Entrants may request access to or correction of their personal information held by the Promoter by writing to the Melbourne City FC Privacy Officer at privacy@melbournecityfc.com.au.
41. These Terms and Conditions are governed by the laws of the State of Victoria, Australia and each entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.