

MELBOURNE CRICKET CLUB

EXPERIENCE ORIGIN PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter, the draw and prize details form part of these terms and conditions (**Terms and Conditions**). Entry into the Promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is Melbourne Cricket Club of Melbourne Cricket Ground (**MCG**), Yarra Park, Jolimont VIC 3002, ABN 92 871 871 964 (**Promoter**).

Who can enter

3. Entry to the Promotion is open to MCC members aged 18 years or over (**Eligible Entrant**).
4. The directors, management and employees (and their immediate families) of the Promoter and its related entities, printers, suppliers, providers and agencies who are directly associated with the conduct of this Promotion, are ineligible to enter the Promotion.
5. The Promoter reserves the right to request entrants provide proof of age, identity and residency prior to redeeming the prize. The Promoter may determine, at its discretion, what form of identification is suitable for verification.

How to enter

6. The Promotion commences at 9:00am on Friday May 4, 2018 and closes on at 5:00pm pm on Friday May 18, 2018. (Promotion Period).
7. Any MCC member who purchases their \$60 entry entitlement to the 2018 State of Origin match at the MCG between now and Friday May 18 at 5.00pm, or who have already bought an entitlement ticket will be eligible and go into the prize draw.
8. A purchase of an entry entitlement will result in one entry per member into the prize draw.
9. The Promoter accepts no responsibility for late entries.
10. Any costs associated with accessing the internet to participate in this Promotion are the entrant's responsibility and are dependent on the entrant's internet service provider.

11. The Promoter reserves the right to verify the validity of entries and to disqualify any entrant who tampers with the registration process or who submits an entry that is not in accordance with these Terms and Conditions.

Selection of winners

12. A list will be generated of all Members who purchased their \$60 entry entitlement to the 2018 State of Origin match up until 12:00pm on Friday May 18 at 5.00pm, or who have already bought an entitlement ticket will be eligible and go into the prize draw.
13. A random draw of this list to select five (5) winners will take place at the Melbourne Cricket Club offices, located at the Melbourne Cricket Ground, Brunton Avenue Richmond Victoria 3002 at 12:00pm (AEST) on Monday May 21, 2018.
14. The five winning MCC members winners will be notified by phone, email and names published on the MCC website.
15. The Promoter's decision in relation to any aspect of the Promotion and, in particular, the selection of the winners, is final and binding on each person who enters. No challenge to the decisions of the Promoter will be accepted or acted upon in any way.
16. The winning members will each receive the following experiences at the State of Origin match at the MCG on Wednesday June 6, 2018:
 - Your choice of New South Wales or Queensland supporter jersey.
 - A meet-and-greet at the match with a retired Origin player.
 - On-field access for an exclusive pre-game entertainment experience.
17. The total maximum value of the prize for the Promotion is \$1250 including GST. The values of the prizes are accurate at the date of commencement of the Promotional Period. The Promoter accepts no responsibility for any variation in prize value.
18. The prizes must be taken as offered and cannot be varied. The prizes, or any part of the prizes, are not transferable or exchangeable and cannot be taken as cash.
19. Any ancillary costs associated with redeeming any of the prizes, including travel costs, spending money, or meals, are not included. These costs are the sole responsibility of the winners.

Exclusion of liability

1. To the extent permitted by law, the Promoter (including each of its officers, employees and agents) will not be liable for any loss, damage or personal

injury (including liability in negligence) or any loss of opportunity whether direct, indirect, special or consequential arising in any way out of the entrant's participation in the Promotion or in connection with any of the prizes. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a prize.

2. Except for any liability which cannot be excluded by law, the Promoter:

- is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on any computer system or at any website, or any combination thereof in connection with this Promotion;
- accepts no responsibility for any incorrect or inaccurate information, either caused by users or by any of the equipment or programming associated with or utilised in connection with this Promotion, or by any technical error that may occur in the course of this Promotion; and
- accepts no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to or alteration of entries or entrants' details.

Intellectual Property

3. Without limiting any of the provisions of these terms and conditions, the Promoter requires that any entry fully complies with these terms and conditions and must not include or make reference to the intellectual property rights of any person, including, without limitation, any visible logos, drawings, cartoons, phrases, trademarks, copyrighted material, mark that identifies a brand or other third party materials.
4. Any entries that contain content that the Promoter, in its sole discretion, considers to be offensive, inappropriate, or encourages or to infringe any intellectual property rights or other rights of any person, corporation or entity, or is otherwise contrary to the law will not be accepted as eligible entries into the Promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its products and/or services or is otherwise not in keeping with the spirit of the Promotion. The Promoter may remove any content without any notice to the entrant for any reason whatsoever.
5. By uploading, commenting or otherwise making available any content in connection with the Promotion, the entrant grants to the Promoter a non-exclusive, worldwide, royalty free, perpetual licence to use, publish, reproduce and otherwise exploit that content in any form for any purpose. Each entrant acknowledges that any intellectual property rights created by them in taking

part in this Promotion vests in the Promoter upon creation. To the extent any ownership does not vest in the Promoter they assign all intellectual property rights (if any) as a result of this Promotion. Each entrant unconditionally, perpetually and irrevocably waives any moral rights (as defined in the *Copyright Act 1968* (Cth) that they have in any content or other intellectual property created as a result of this Promotion.

6. "*Intellectual property rights*" means all present and future intellectual and industrial property rights throughout the world, including (but not limited to) all rights in respect of copyright in all literary works, artistic works, any other works or subject matter in which copyright subsists and may in the future subsist.

Privacy and publicity

7. By participating in this Promotion, each entrant understands and agrees that the Promoter and its related entities may use and disclose the information provided by them in relation to this Promotion for the purpose of conducting this Promotion and for any of the purposes set out in the Promoter's privacy policy, which is available at <https://www.mcc.org.au/Privacy%20Policy.aspx>.
8. An entrant can request to access, update or correct any personal information held about them by the Promoter by writing to the Customer Service Manager at PO Box 175, East Melbourne, Victoria 8002.
9. It is a condition of acceptance of any prize that the winner consents to the Promoter and its related bodies corporate and their agents using the winner's name, image, likeness and/or voice in promotional and other material. Without limitation, the winner consents to being filmed, photographed or otherwise recorded while taking or using any prize, and they consent to the Promoter copying, broadcasting or communicating to the public any such film or image anywhere in the world for an unlimited period, or allowing any third person to do so, including repeating any such broadcast, film or other recording, without compensation, for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

Termination

10. In the event of war, terrorism, state of emergency, venue unavailability or disaster and other events outside the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to State regulation.
11. If for any reason this Promotion is not capable of running as planned (including but not limited to) infection by computer virus, website unavailability, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures

or any other causes beyond the control of the Promoter which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion (subject to State regulation) to cancel, terminate, modify or suspend the Promotion.

Consumer law

12. 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 2010* (Cth), as well as any other implied warranties under any similar consumer protection laws in the State and Territories of Australia.