iiNet – AFL Grand Final Competition

Terms and Conditions

Overview

- Information on how to enter the iiNet AFL Grand Final Competition (Competition) and the available prizes forms part of these terms and conditions of entry (Terms and Conditions). Submission of an entry is deemed acceptance of these Terms and Conditions.
- 2. The promoter is iiNet Limited (ACN 068 628 937) of Level 27, Tower Two, International Towers Sydney, 200 Barangaroo Avenue, Barangaroo NSW 2000 (**Promoter**).

Eligibility

- 3. Entry is open to residents of Australia aged 18 or above who are iiNet customers (Eligible Entrants or Entrant).
- 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) Monday, 19 August 2024 and concludes at 11:59PM (AEST) Thursday, 12 September 2024 (**Competition Period**).

How to enter

- To enter, Eligible Entrants must, during the Competition Period, fill in their contact details and make a submission on iiNet's website accessible at the URL, <u>www.iinet.net.au/campaign/AFL-Grand-Final-Competition</u> (Entry Submission or Entry). The contact details required include first name, last name, email address, mobile phone number, post code, and state.
- 7. Entry into the Competition will occur automatically upon making an Entry Submission. Upon Entry Submission, Eligible Entrants will be taken to a success page to confirm that they have received an Entry to the Competition.
- 8. Eligible Entrants may enter the Competition only once.
- 9. Entries will only be considered if they are made within the Competition Period.
- 10. Entry Submissions will be deemed invalid if an Eligible Entrant ceases to be iiNet customers before prizes are drawn.
- 11. 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. iiNet will never ask for your credit card details as part of this Competition.
- 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 made an Entry Submission other than 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 Submission was made, and through the phone number and email provided, and iiNet account details used.

Selection of winners and prizes

- 18. There will be 4 winners in the Competition in total (**Prizes**, and the winners of the Prizes being **Winners**).
- A draw to select the Winners will be conducted by the Promoter at 12:00PM (AEST) Friday, 13 September 2024 at Level 27, Tower Two, International Towers Sydney, 200 Barangaroo Avenue, Barangaroo NSW 2000. Each Eligible Entrant will be in the draw for a Prize.
- 20. This Competition is a game of chance.
- 21. Each Winner will receive the following Prize, valued at \$4,790 per Prize:
 - 2x reserve seating ticket to the 2024 Toyota AFL Grand Final @ the Melbourne Cricket Ground (**MCG**) on Saturday, 28 September 2024.
 - 1x entry into the Grand Final Brunch on Saturday, 28 September 2024.
- 22. Total number of Prizes = 4. Total Prize value = \$19,160 ex GST.
- 23. Attendance of the 2024 Toyota AFL Grand Final and Grand Final Brunch using the Prize is subject to the terms and conditions of the MCG, AFL and the Hawthorn Football Club, and the Promoter accepts no responsibility for the Winners' compliance with those terms and conditions.
- 24. If a Winner cannot make their own arrangements (e.g., booking flights and accommodation) to the MCG, the Promoter will not reimburse the expenses or make any arrangements for the Winner to attend the MCG. It is the Winner's sole responsibility to make those arrangements.
- 25. If a Winner cannot attend the 2024 Toyota AFL Grand Final and Grand Final Brunch or make their own arrangements to the MCG, the Winner will forfeit the Prize.
- 26. Prizes are not transferable, exchangeable, or redeemable for cash. The Promoter accepts no responsibility for any variation in Prize value. All Prize values are the recommended retail price and are correct at the time of printing.
- 27. 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.
- 28. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize, are the sole responsibility of the Winners.
- 29. The Promoter accepts no responsibility for a Prize being damaged or lost in transit.

Notification and re-selection of Winners

- 30. The Winners will be notified in writing from around 5:00PM (AEST) on Friday, 13 September 2024. All Winners will be notified within 7 days from 13 September 2024.
- 31. The Promoter will notify the Winners via phone call and/or email to the phone number and email they have provided with their Entry Submission, which will announce them as a Winner. The Winners will be instructed to confirm their eligibility and ability to claim the Prize. iiNet will not contact customers and request personal information or payment details to claim a Prize.
- 32. The Promoter will take all reasonable steps to notify each Winner.

- 33. Each Prize must be claimed by each Winner by 9:00AM (AEST) Monday, 16 September 2024.
- 34. Subject to clauses 35–37 below, if for any reason whatsoever a Winner does not claim their Prize by 9:00AM (AEST) Monday, 16 September 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.
- 35. If for any reason whatsoever a Winner does not accept their Prize by 9:00AM (AEST) Monday, 16 September 2024, the Promoter will select and announce a back-up winner (Back-Up Winner) by 5:00PM (AEST) Monday, 16 September 2024 (Back-Up Winner Selection) at Level 27, Tower Two, International Towers Sydney, 200 Barangaroo Avenue, Barangaroo NSW 2000. This Back-Up Winner will enjoy the same rights and responsibilities as the Winner they replaced, as outlined in these Terms and Conditions.
- 36. A Back-Up Winner will be notified via phone call and/or written notification to the phone number and email they have provided with their Entry Submission by the Promoter within two (2) days of the Back-Up Winner Selection.
- 37. If for any reason whatsoever a Back-Up Winner does not claim their Prize by 9:00AM (AEST) Thursday, 19 September 2024, then the Prize will be forfeited by the Back-Up Winner and neither cash nor any other prize will be awarded in lieu of that Prize.
- 38. 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 their associated agencies' using their name and image in any media in perpetuity, without limitation and without compensation to the Entrant.

General

- 39. Eligible Entrants can only enter in their own name.
- 40. The Promoter reserves the right to request the Eligible Entrant to 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.
- 41. 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 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.
- 42. 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 Entrant involved in interfering or tampering with the conduct of this Competition in any way.

- 43. 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.
- 44. Subject to clause 43 and to the maximum extent permitted under law, the Promoter (including its officers, 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 Terms and Conditions; (e) any tax implications; and/or (f) a Prize or use of a Prize. Nothing in these Terms and Conditions affects the statutory rights of any person under the Australian Consumer Law or any other applicable law.
- 45. This Competition is in not sponsored, endorsed or administered by, or associated with Facebook or Instagram. The Entrant releases Facebook and Instagram from all liability in relation to the Competition

Publication of winners

46. The last name, first initial, and post code, of each Winner and Back-Up Winner will be published within two (2) days of the relevant draw on iiNet's website at the URL: www.iinet.net.au/campaign/AFL-Grand-Final-Competition.

Permit numbers

47. The applicable permit numbers are: SA Licence No. [*T24/1228*]; NSW Authority No. [*TP/03684*]; and ACT Permit No. [*TP 24/01583*].