

MELBOURNE CRICKET CLUB

MCG LOUNGE 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 MCG Lounge Promotion (**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 Victorian residents aged 18 years or over.
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 on Monday 4 May 2015 and closes on Tuesday 30 June 2015 (**Promotion Period**).
7. Entrants must purchase one or more tickets into the MCG Lounge during the Promotion Period through Ticketek and must enter the promotion code "MCGnews" (**Promotion Code**) when purchasing the tickets to go into the draw to win the Prize (as defined in clause 16 below).
8. The Promoter accepts no responsibility for late entries.
9. Entrants will receive one entry into the draw for every ticket purchased.
10. Entries can only be made in an individual's own name and in their own capacity and no entry can be made for or on behalf of any other person or organisation.

11. 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.
12. 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 a winner

13. A report from Ticketek will identify who has purchased tickets into the MCG Lounge during the Promotion Period and have also correctly entered the Promotion Code. The winner will be drawn from this report at random.
14. The draw will take place at the MCG on Monday 6 July 2015. The winner will be announced in the July edition of the MCG corporate hospitality newsletter and on the MCG website and notified by phone and/or email.
15. The Promoter's decision in relation to any aspect of the Promotion and, in particular, the selection of the winner, 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.

The Prize

16. The successful entrant will win 4 corporate dining tickets to the Jim Stynes Room for the Real Madrid v AS Roma soccer match on Saturday 18 July 2015 **(the Prize)**.
17. The total maximum value of the Prize for the Promotion is \$3000 (incl. GST).
18. The Prize value is based on the recommended retail price, including GST (where applicable). The value of the Prize is accurate at the date of commencement of the Promotional Period. The Promoter accepts no responsibility for any variation in prize value.
19. The Prize must be taken as offered and cannot be varied. The Prize, or any part of the Prize, is not transferable or exchangeable and cannot be taken as cash.
20. Any ancillary costs associated with redeeming any part of the Prize, including travel costs, spending money, or meals, are not included. These costs are the sole responsibility of the winner.

Exclusion of liability

21. 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 part of the Prize. The Promoter accepts no responsibility for any tax liabilities that may arise from winning the Prize.

22. 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

23. Entrants must not use the Promoter's Intellectual Property without the prior written consent of the Promoter, which may be withheld at the Promoter's absolute discretion.
24. "Promoter's Intellectual Property" means any trademarks (registered and unregistered) owned by the Promoter or a related entity (including "the G", "MCG", Melbourne Cricket Ground) and any images created that depict or represent the MCG or parts of the MCG, or are taken of the MCG or parts of the MCG whether created or taken by the MCC, the Licensee or a third party
25. 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.

26. “*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

27. 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>.
28. 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.
29. 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

30. 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.
31. 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

32. 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.