**MCC – Diwali Photo Activation**

**REFERENCE SCHEDULE**

| No. | Item | Description |
|---|---|---|
| **1.** | **Promoter** | Melbourne Cricket Club (ABN 92 871 871 964) |
| **2.** | **Conditions of Entry** | Refer below to Terms and Conditions. The entrant agrees and acknowledges that they have read the below Terms and Conditions and that entry into the Promotion is deemed to be acceptance of these Terms and Conditions. |
| **3.** | **Promotion Period** | 10.00am AEDT Friday October 30, 2026 to 4.30PM AEDT Wednesday November 11, 2026 (or such other end date as notified in writing by the MCC) |
| **4.** | **Closing date and time for entries** | 4.30pm AEDT Wednesday November 11, 2026 (or such other end date as notified in writing by the MCC). |
| **5.** | **Who can enter** | Anyone aged 18 years and over. |
| **6.** | **Prize** | Four tickets to the Australia v England T20 match in the MCC Reserve, and 1 x Australian Sports Museum Family Annual Pass (which covers 1 adult & 2 children).<br>The total prize pool is valued at approximately $426 (AUD). |
| **7.** | **How to enter** | To enter the Promotion, the entrant must complete the following step:<br>1. Share a photo of themselves, their friends or family on Instagram at the Diwali Photo Activation at Gate 3 at the Melbourne Cricket Ground, and tag @mcg Instagram account<br>By completing the above entry method the entrant will receive one entry.<br>This promotion is in no way sponsored, endorsed or administered by, or associated with, Meta. |
| **8.** | **Draw method** | There will be **one** winner determined in respect of this competition.<br>The winner will be randomly selected through electronic draw.<br>The Promoter may arrange to draw additional reserve entries and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed within one day (24 hours) or cannot otherwise be accepted (**Reserve Entrants**). |
| **9.** | **Draw date** | The Promotion draw will occur at 4.45pm AEDT on Wednesday November 11, 2026 at the Melbourne Cricket Club offices. |
| **10.** | **Winner notification method** | The winner will be notified via Instagram on the draw date. |
| **11.** | **Transferability of prize** | N/A – Prize is not transferable. |

**All times expressed above are AEDT.*

**TERMS AND CONDITIONS**

1. Information on how to enter, the draw and prize details including those contained in the Reference Schedule 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 ABN 92 871 871 964 (**Promoter**) of Melbourne Cricket Ground (**MCG**) Yarra Park, Jolimont VIC 3002.

**Who can enter**

3. Entry to the Promotion is only open to eligible entrants described in Item 5 of the Reference Schedule (the **Eligible Entrant**).

4. The directors, management and employees (and their immediate families) of the Promoter and its related entities, suppliers, providers and agencies who are directly associated with the conduct of this Promotion, are ineligible to enter the Promotion. Immediate family means any of the following: spouse, ex-spouse, de-facto partner, child or step-child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, sibling, step sibling, first cousin.

5. No purchase or payment is required to enter or win the Promotion.

6. The Promoter reserves the right to request entrants provide proof of identity prior to redeeming the prize. The Promoter may determine, at its discretion, what form of identification is suitable for verification.

**How to enter**

7. Entry is open for the promotion period set out in Item 3 of the Reference Schedule (the **Promotion Period**).

8. To enter the Promotion, Eligible Entrants must follow the steps in Item 7 of the Reference Schedule.

9. Entries are deemed to be received at the time of receipt by the Promotor.

10. The Promoter accepts no responsibility for late, lost, delayed, incomplete, illegible, or misdirected entries by the Eligible Entrant.

11. Each Eligible Entrant may have only one entry during the Promotion Period.

12. 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.

13. Any costs associated with accessing the internet or the relevant platform or application to participate in this Promotion are the Eligible Entrant's responsibility and are dependent on the Eligible Entrant's internet service provider.

14. 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 or is otherwise considered anti-social.

**Selection of winners**

15. The Promoter will generate a list of all valid entries made during the Promotion Period**.**

16. The winning entrant will be drawn at random from the list of valid entries and determined in accordance with the method set out in Item 8 of the Reference Schedule on the date set out Item 9 of the Reference Schedule at the Melbourne Cricket Club offices.

17. The winner will be notified via the methods set out in Item 10 of the Reference Schedule.

18. The prize will be awarded to the person named in the entry and any entry that is made on behalf of an entrant or by a third party will be invalid. If there is a dispute as to the identity of an entrant or winner, the Promotor, reserves the right, in its sole discretion, to determine the identity of the entrant or winner.

19. 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.

20. If any winner chooses not to take their prize (or is unable to), or does not take or claim a prize within a reasonable time, as specified by the Promotor, or is unavailable, they forfeit the prize and the Promotor is not obliged to substitute the prize.

**The prize**

21. The prize for the Promotion is set out in Item 6 of the Reference Schedule.

22. 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.

23. The prize must be taken as offered and cannot be varied. If the prize or any part of the prize is forfeited the Promoter will not be liable. The prize, or any part of the prize, are not transferable or exchangeable and cannot be taken as cash.

24. Any ancillary costs associated with redeeming the prize, including travel costs, food or beverage costs or spending money are not included. These costs are the sole responsibility of the winner.

25. If the prize, or part of the prize is not available for any reason, the Promoter reserves the right in its absolute discretion to substitute an alternative prize to the same and equal recommended retail value and/or specification.

26. Once a prize has been dispatched to, or collected by, the prize winner, the Promoter takes no responsibility for the prize being damaged, delayed or lost in transit.

27. Accessibility to the prize will be subject to, and may be restricted by, the terms and conditions of the winner's ground admission pass, for example in accessing the prize the winner must comply with the terms and conditions of their MCC Membership, the MCC Rules and the MCG Conditions of Entry (available at: https://www.mcg.org.au/plan-a-visit/conditions-of-entry).

**Exclusion of liability**

28. 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.

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

    (a) 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;

    (b) 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

(c) 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.

30. For the avoidance of doubt, clauses 28 and 29 shall not apply, or be reduced, to the extent the Promotor's negligence or wilful acts or omissions contributed to or caused such loss, expense, damage, personal injury or death (in such case the Promoter's liability is limited to the minimum allowable by law).

31. Failure by the Promotor to enforce any of its rights at any stage does not constitute a waiver of these rights.

32. If the Promotion is promoted on, or associated with, social media, then the Promotion is in no way sponsored, endorsed, administered by or associated with Meta.

**Intellectual Property**

33. 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.

34. 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.

35. 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.

36. "*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**

37. By participating in this Promotion, each entrant understands and agrees that the Promoter and its related entities may collect, use and disclose the information provided by them in relation to this Promotion for the purpose of conducting this Promotion including by providing any personal information of the winner to third parties (including prize suppliers, service providers or State and Territory lottery departments) for the purpose of administering the Promotion. If an entrant does not provide the requested information, the Promoter may not be able to consider such entrant an Eligible Entrant.

38. The Promoter is committed to protecting personal information and is bound to comply *with the Victorian Privacy and Data Protection Act 2014*. For further information on how the Promoter handles personal information, including how an entrant can raise a privacy concern with the Promoter please refer to the MCC Privacy Policy (available at https://mcc.org.au/privacy) or contact the Privacy Team (at privacy@mcc.org.au).

**Termination**

39. 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.

40. If for any reason this Promotion is not capable of running as planned (including but not limited to) invalid or insufficient number of entries, 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**

41. 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.