

TERMS AND CONDITIONS

KICK OFF YOUR FREO FIRST COMPETITION

1. Competition and Promoters

1.1 By entering the Kick Off Your Freo First Competition (“**the Competition**”) and in consideration for the opportunity to participate in the Competition, each entrant agrees to be bound by and observe these Conditions of Entry. Information on how to enter and prize details form part of these Conditions of Entry.

1.2 The promoters of the Competition are So Media Group and Fremantle Dockers (“**the Promoters**”).

2. Who may enter

2.1 Subject to this clause 2, entry into the Competition is open to all individuals who adhere to these Conditions of Entry.

2.2 The officers, management and employees (and immediate family members of officers, management and employees) of the Promoters and their related corporations and associated agencies, including third party prize suppliers, are not eligible to enter the Competition.

2.3 Each entrant may submit only one entry to the Competition. Such entry must comply with these Conditions of Entry.

2.4 To enter the competition and be eligible to win the prize, you must be over the age of eighteen (18).

3. Competition Period

3.1 Entries for the Competition opens at 12:00 pm on May 22nd, 2024 to 11:59 pm on June 12th, 2024 (“**the Competition Period**”).

3.2 Entries not received during the Competition Period or not completed in accordance with these Conditions of Entry will not be eligible to win.

4. How to Enter

4.1 The Competition is a random draw. To participate, entrants must complete their entries as follows (an **Entry**):

- (i) Tag their friends on the Competition Instagram Post on <https://www.instagram.com/so.perth/>.
- (ii) Follow the Instagram Bio link to complete the entry form.

5. Prize and notification

5.1 The winner will be drawn at random and will win the Kick Off Your Freo First experience which consists of:

- (i) A 2024 team signed AFL jumper;
- (ii) Four 3 Game Passes to any Fremantle Dockers Home Game in the 2024 AFL Premiership Season;

5.2 The total prize pool of this Competition is \$[816.00] including GST.

5.3 The prize winners will be announced within 48 hours of the end of the Competition Period and notified via email.

5.4 The Promoters accept no responsibility for any variation in the value of the prize. The prize is not transferable or exchangeable and must be taken as offered. If for any reason the prize winner does not take an element of the prize during the stated period and on the conditions stipulated by the Promoters or any third party, that element of the prize will be forfeited and cash or goods will not be awarded in lieu of that element of the prize.

5.5 In the event that any element of the prize is not available, the Promoters reserve the right to substitute a prize of equal or greater value.

5.6 The prize winner is responsible for all expenses not specified in these Conditions of Entry.

6. **Unclaimed prizes**

6.1 All prizes remain the property of the Promoters until they are collected by the selected prize winner(s).

6.2 All unclaimed prizes remain the property of the Promoters. If the prize is not claimed within five (5) days of the notification date, the Promoters reserve the right to select a new winner. The Promoters will conduct the redraw on a date, time and place as determined by the Promoters and the Winner of that redraw will be notified by email.

7. **Information for Prize Winners**

All entrants agree that, if selected as a prize winner, the prize winner may be required to provide the Promoters with identification and/or proof of age or otherwise verify the validity of the entry. If the prize winner is under the age of 18 years or does not meet the prescribed eligibility requirements, the prize will be forfeited and the Competition re-drawn. In accepting a prize, the prize winner agrees to the release set out below. The form of identification and/or proof of age are at the discretion of the Promoters.

8. **Limitation of Liability**

8.1 Except for any liability that cannot by law be excluded, the Promoters and any other parties associated with this Competition (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of or in relation to: (a) this Competition; (b) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (c) any theft, unauthorised access or third party interference; (d) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoters) due to any reason beyond the reasonable control of the Promoters; (e) any variation in prize value to that stated in these Conditions of Entry; and (f) any tax liability incurred by a winner or entrant; or (g) redemption of a prize.

8.2 All entrants in the Competition, including each winner, provide a release and indemnity to the Promoters and their 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 Promoters or their 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 Competition or the prize or part thereof.

8.3 No responsibility will be taken by the Promoters or their authorised agents for lost, ineligible, misdirected or late entries due to technical reasons or any other reason. Entries that are not genuine or are incomplete, late or in any way fraudulent will be declared void.

9 Privacy

9.1 By entering the Competition, the entrant understands and agrees that each of the Promoters may use the entrant's personal information to facilitate and administer the Competition and communicating with the entrant for marketing purposes. The Promoters may disclose the entrant's personal information to third party prize suppliers (where applicable) and their related entities or otherwise in accordance with their respective privacy policies available here: www.fremantlefc.com.au/privacy-policy and [<https://soperth.com.au/privacy>] ("**Privacy Policy**"). Entrants in the Competition acknowledge that the Promoters may share an entrant's personal information with the Promoters' Australian and foreign related entities which may contact the entrant with marketing messages and special offers. Without limiting the foregoing, the Promoters may disclose the prize winner's personal information to third parties for the purpose of fulfilling the prize. If an entrant elects to receive information from other third parties, the Promoters may also disclose the entrant's personal information for that purpose. If entrants do not provide their personal information, they may not be able to enter the Competition.

9.2 The Promoters are bound by Australian privacy laws. Entrants may find out more information about how the Promoter collects, uses and discloses personal information by reading the Promoters' Privacy Policies. Entrants may access the personal information the Promoters hold about them by writing to the Promoters at the address set out in the respective Privacy Policy. If the Promoters limit or deny an entrant access to their personal information in certain circumstances, the Promoters will tell the entrant why access was limited or denied.

10 General

10.1 All Entries must be original and created solely by the entrant. All Entries and all copyright and other rights in such entries and/or other materials become the property of the Promoters and will not be returned. Each entrant agrees to provide a written assignment of all rights to the Promoters if requested. By submitting an Entry and any other materials (save for any personal information) to the Promoters in connection with the Competition, each entrant:

- (a) specifically authorises the Promoters to use and/or license third parties to use such Entry in whole or in part, throughout the universe, in perpetuity in or on any and all media, whether currently in existence or developed in the future, and alone or together or as part of other information, content and/or material of any kind or nature;
- (b) represents and warrants that all elements contained in the Entry or other material:
 - (i) are original to the entrant and fully cleared for use as contemplated in these Conditions of Entry;
 - (ii) do not and will not, in any way, violate or breach any of the terms of any other agreement the entrant may be a party to;
 - (iii) do not contain defamatory, tortious or otherwise unlawful, untrue or inaccurate information, infringe or violate any copyright or other right; or contain any matter the publication or sale of which will violate any law;
 - (iv) are not obscene or likely to cause offence;
 - (v) are not in any way cruel or abusive; and

- (vi) will not require the Promoters to pay or incur any sums to any person or entity as a result of the Promoters' use or exploitation of the same; and
- (c) unconditionally and irrevocably consents to any act or omission which would otherwise infringe any of their moral rights in the entry and waives all moral rights in the entry that arise outside of Australia.

10.2 Acceptance of the prize constitutes consent on the prize winner's part to allow the use of the prize winner's name, image, voice and/or likeness by the Promoters for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law.

10.3 No correspondence will be entered into and the Promoters' decision is final and binding.

10.4 If, for any reason, the Competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, technical failures or any other causes beyond the control of the Promoters, which corrupt or affect the fairness or integrity or proper conduct of the Competition, the Promoters reserve the right in their sole discretion to disqualify any individual who tampers with the entry process and to cancel, modify, terminate or suspend the Competition.

10.5 The prize winner is advised that tax implications may arise from the prize and should seek independent financial and taxation advice prior to their acceptance of the prize. The prize winner is responsible for all taxes which may be payable as consequence of receiving a prize.

10.6 The Competition is governed by the laws of Western Australia. All entrants submit to the non-exclusive jurisdiction of the courts of Perth, Western Australia.

11 **Contact details**

11.1 It is the entrant's responsibility to inform the Promoters of any change to the entrant's contact details, including their email address.