

## 2019 GIANTS SEAT RESALE PROGRAM

### TERMS AND CONDITIONS

1. By placing your seat on resale through the Seat Resale Program, you agree to the below Terms and Conditions of the program.
2. Seats may be placed on resale using one of the following methods:
  - a. Online, by logging in to your Account Manager with your Account ID and Password.
  - b. Phone, with Membership Team during business hours, 9am – 5pm, Monday to Friday on 1300 GIANTS (1300 442 687).
  - c. Email, with your Name and Account ID stating that you would like to take advantage of this option.
3. Once you place your seat on resale for the match, it cannot be retrieved for that match.
4. The GIANTS will provide 20 points per membership account on the week following the match of which a seat is sold. ie a member with multiple seats returned will receive a maximum 20 points
5. Member Benefit Points are expire at the end of the season and cannot be refunded/exchanged as cash.
6. All seat resale tickets must be purchased through our authorised ticketing agents, Ticketmaster and Ticketek outlets or at Ticketmaster.com.au or Ticketek.com.au. Tickets purchased through any other forums are not eligible for resale credit.
7. The GIANTS decision on the application of seat resale points are final and cannot be contested.
8. The GIANTS reserve the right to change any of the above terms and conditions throughout the season without written notice.
9. If for any reason a winner does not take the prize or any part of the prize at the time stipulated by the Promoter, then the prize or that part of the prize cannot be transferred, exchanged or redeemed for cash.
10. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
11. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
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, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia (“Non-Excludable Guarantees”). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and the AFL (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury or death; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion or accepting or using the prize.
13. The Promoter reserves the right to request that the winner provide proof of identity prior to awarding the prize. Identification considered suitable for verification is at the discretion of the Promoter. Prize winner may be required to sign any form required by the Promoter including without limitation a legal release and indemnity form or a declaration confirming their eligibility to accept the prize.

- 14.** Once prizes have left the Promoter's premises, the Promoter and their associated agencies take no responsibility for prizes damaged, delayed or lost in transit.
- 15.** Should an Eligible Entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
- 16.** Prizes and participation in the competition are subject to any conditions imposed by the supplier or organiser of the prizes, as applicable.
- 17.** The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought. Where the operation of this competition results in, for GST purposes, supplies being made for non-monetary consideration, Eligible Entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 18.** All personal information you provide will be used by the GWS GIANTS and the AFL in accordance with our Privacy Policy available at <http://www.gwsgiants.com.au/privacy> and may be disclosed by the GWS GIANTS or AFL in accordance with the Privacy Policy (including for promotional and marketing purposes). By providing your personal information, you agree to such use by the GWS GIANTS and AFL.
- 19.** The competition is governed exclusively by the laws of Australia.
- 20.** The Promoter is GWS GIANTS ABN 151 301 190242 Olympic Boulevard, Sydney Olympic Park, NSW 2127 Any reference to AFL refers to the Australian Football League (ABN 97 489 912 318).
- 21.** By entering into the Competition you indicate you have read and agree to be bound by the Club Privacy Policy: <http://www.gwsgiants.com.au/privacy>