

**Condensed terms and conditions (must be displayed in all advertising):**

Open to Australian residents excluding professional footballers. All entrants may enter as many times as they like provided that each entry is unique. Competition opens 24/03/19 at 09:00 AM and closes 18/08/19 at 03:00 PM. A qualifier will be drawn at each GWS Giants home game (as listed on [https://www.gwsgiants.com.au/football/afl/2018-afl-fixture#season=CD\\_S2019014&round=CD\\_R201901401](https://www.gwsgiants.com.au/football/afl/2018-afl-fixture#season=CD_S2019014&round=CD_R201901401)) from all eligible entries received during that game. The draw will be conducted on the Monday prior to the match by the Promoter. Qualifiers drawn for each home games unless the three prizes have been awarded prior. The Qualifier will be given a window of five minutes to identify themselves at that time and place on match day. To win the \$100,000 cash prize, the Qualifier must make a single kick an AFL match sized football (a Sherrin size 5) through 4-5 tyres assembled vertically on the ground at least 30 meters away from the Qualifier. To win the \$150,000 cash prize, the Qualifier must be a fully paid member of the GWS GIANTS, make a single kick an AFL match sized football (a Sherrin size 5) through 4-5 tyres assembled vertically on the ground at least 30 meters away from the Qualifier. Winners confirmed by email and via phone call. The Promoter is Western Sydney Football Club Limited (ABN 15 130 190 242) of 1 Olympic Boulevard Sydney Olympic Park NSW 2127. Authorised Under: NSW Permit No. LTPS/16/03422

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**Toyo Tires Kick for Cash****Terms and Conditions of Entry****General**

1. Information on how to enter and prizes form part of the Terms and Conditions of Entry. Entry into this competition is deemed acceptance of these Terms and Conditions.
2. To the extent of any inconsistency between these Terms and Conditions and any other reference to this competition, these Terms and Conditions prevail.

**Who can enter**

3. Subject to clauses 4, 5 and 6, entry is open to all residents of Australia who have fulfilled the requirements set out below ('**Eligible Entrants**').
4. Professional footballers (from any code) are excluded from entry into this competition.
5. Employees, and their immediate families, of the Promoter, associated agencies and companies, contractors or individuals are not eligible to enter this competition. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step child (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.

6. Any entrant who is under the age of 18, as of the date of entry, must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent or guardian may be called to verify their consent and may be required to sign a release at the discretion of the Promoter. The release may also require the entrant's parent or guardian to accept responsibility for the acts and forbearances of the entrant. The release must be completed with the full name, address and telephone number of the entrant's parent or guardian. Failure to provide such proof, particulars or releases will immediately invalidate the entrant's entitlement to any prize, subject to State and Territory legislation.

7. The Promoter is Western Sydney Football Club Limited (ABN 15 130 190 242) of 1 Olympic Boulevard Sydney Olympic Park NSW 2127 ('Promoter').

#### How to enter

8. To enter Eligible Entrants must, during the Promotional Period (defined below):

**8.1.** Download the official GWS GIANTS App from the Apple App Store (<https://itunes.apple.com/au/app/giants/id510616554?mt=8>) or the Google Play Store - ([https://play.google.com/store/apps/details?id=com.afl.afl\\_gws.android&feature=search\\_result#?t=W251bGwsMSwxLDEsImNvbS5hZmwuYWZsX2d3cy5hbmRyb2lkIi0](https://play.google.com/store/apps/details?id=com.afl.afl_gws.android&feature=search_result#?t=W251bGwsMSwxLDEsImNvbS5hZmwuYWZsX2d3cy5hbmRyb2lkIi0));

**8.2.** Register or Log In to the app; and

**8.3.** Play the Toyo Tires Kick for Cash game at least 1 week prior to the draw date.

9. By participating in this promotion, Eligible Entrants consent to their name and photo being published

10. Entries must provide all requested contact details to be eligible to win including their residential postcode and mobile phone number. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid. All entries will be confirmed via email on a weekly basis prior to each draw from [marketing@toyo.com.au](mailto:marketing@toyo.com.au). Toyo Tires reserves the right to attach a promotional offer to this email subject to clause 29.

#### Number of Entries permitted

11. All Eligible Entrants may enter as many times as they like provided that each entry is unique.

#### Key dates and determination

12. The competition commences on **24/03/19** at **09:00 AM** and closes **18/08/19** at **03:00 PM** ('Promotional Period'). All times noted in these Terms and Conditions are local times, based on the location of the Promoter. Entries must be received by the Promoter during each home game and 1 week prior to each draw, specified in clause 13.

13. Subject to clause 14, a qualifier will be drawn on the Monday prior to each home game (as listed on [https://www.gwsgiants.com.au/football/afl/2018-afl-fixture#season=CD\\_S2019014&round=CD\\_R201901401](https://www.gwsgiants.com.au/football/afl/2018-afl-fixture#season=CD_S2019014&round=CD_R201901401)) from all eligible entries received during a 1 week period prior to the draw to determine one (1) Qualifier who will be given the chance to win \$100,000 or \$150,000 in accordance with clause 16. The draw will be conducted on the Monday prior to the home game. The Qualifier selected will be contacted by telephone to partake in the kicking competition. Fans attending each game will also be notified by an announcement on the big screen.

14. There will be a maximum number of three (3) prizes awarded during the Promotional Period. If three (3) prizes have been awarded prior a draw scheduled to be conducted within the Promotional Period, no further draws will take place.

15. The Qualifier will need to meet with the Promoter at the time and place indicated. The qualifier will be given a window of five minutes to identify themselves at that time and place. If the Qualifier fails to identify themselves, the potential prize will carry forward to the next home game.

16. The Qualifier will win one chance to win \$100,000 cash if they are not a GIANTS member or \$150,000 if they are a GIANTS member. To win the \$100,000 or \$150,000 cash prize, the Qualifier must make a single kick of an AFL match sized football (a Sherrin size 5) to land and settle inside the 4-5 tyres assembled vertically on the ground at least 30 meters away from the Qualifier. The tyres will be regular passenger vehicle sized tyres. To win the \$100,000 or \$150,000, the Qualifier must kick the ball, on the full, to land and settle inside the tyre stack. In all cases the official records of the GWS Giants Football Club will be the source of confirmation of membership. In any situation where a contestant was on a payment plan where the payments are in arrears they will be deemed NOT to be a member of the GWS Giants (they will be still eligible to win the \$100,000 prize)

17. If the ball kicked by the Qualifier does not land and settle inside the tyre stack, the Qualifier will not win a prize. The kick made by the Qualifier must be taken a minimum of 30 meters from the tyre stack on the GWS ground, at  $\frac{3}{4}$  time of the match. The Qualifier must follow all directions of the Promoter when attempting a kick.

18. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition or engaged in conduct which has resulted in an unfair advantage. If an individual has been awarded a prize but found to have tampered with any aspect of this competition or engaged in conduct which has resulted in an unfair advantage, that individual must return the prize to the Promoter.

19. Any winner will be confirmed by email within two business days of the draw.

20. Prizes (or in the case of vouchers, prize confirmations) will be sent within 28 days of the close.

21. For any cash prizes your name on your entry must be that of an eligible bank account to which a cheque can be cashed. The Promoter will take reasonable steps to send cheques in the names as specified in the original entry. Winning entries with only a family name or reference to a family as the entrant cannot be cashed by banks. If the winner of any prize is under 18 years, the prize may be awarded to the winner's nominated parent or guardian on behalf of the winner, at the discretion of the Promoter.

#### **Further Terms and Conditions**

22. Any entrant found to have used a third party (including online competition entry site) to enter on their behalf will have all entries invalidated and any claim they have to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant

must provide any requested documentation to the Promoter upon request. The Promoter reserves the right to disqualify any entrant who provides false information or who seeks to gain an unfair advantage or to manipulate this competition.

23. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have all entries invalidated and any claim to any prize will be invalidated. If such an entrant is awarded a prize and then found to have breached this clause, the entrant must immediately return any prize awarded. The Promoter has sole discretion to determine if this clause has been breached by any entrant. The Promoter reserves the right to request whatever documentation it deems necessary to confirm if the entrant has breached this clause. An entrant must provide any requested documentation to the Promoter upon request.

24. If the prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State and Territory legislation.

25. The Promoter highly recommends a current residential street address be provided when requested for ease of correspondence and potential prize delivery. The Promoter makes all reasonable efforts to deliver prizes to the addresses provided by competition entrants. The Promoter cannot guarantee that any prizes returned to the Promoter due to non-delivery at the provided address will be re-sent to the prize winner.

26. The Promoter reserves the right to request entrants sign a deed of release (and indemnification) or any other relevant forms or agreements that the Promoter deems necessary, to provide proof of identity, proof of age, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill) in order to claim a prize. Proof of identification, residency, age and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

27. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner or qualifier, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.

28. The Promoter's decision in relation to any aspect of the competition is subject to State and Territory legislation but also final and binding on each person who enters. No correspondence will be entered into. No responsibility is accepted for late, lost or misdirected entries. Prizes are subject to availability, not transferable or exchangeable and, with the exception of cash prizes, cannot be taken as cash. Prizes will be sent to the winner's nominated address. The Promoter and their associated agencies, and companies associated with this promotion will take no responsibility for prizes damaged or lost in transit.

#### **Privacy Collection statement**

29. Entrants' personal information will be collected by the Promoter. Personal information will be stored on the Promoter's database. The Promoter and Toyo Tyre and Rubber Australia Limited may use this information for future marketing purposes regarding its products, including contacting the entrant electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which is located at

CO-MAJOR  
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<https://www.gwsgiants.com.au/privacy>. The Promoter's privacy policy contains information about how the entrant may access, update and seek correction of the personal information the Promoter holds about them and how the entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with. The Promoter collects personal information about entrants to enable them to participate in this Promotion and may disclose the entrants' personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion and to the State and Territory lottery departments as required under the relevant lottery legislation. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a prize in the Promotion. Personal information collected from entrants will not be disclosed to any entity located outside of Australia. You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Western Sydney Football Club Limited (ABN 15 130 190 242) of 1 Olympic Boulevard Sydney Olympic Park NSW 2127.

#### **Copyright, Statutory guarantees, Waiver and liability**

30. All entries and any copyright subsisting in the entries become and remain the property of the Promoter who may publish or cause to be published any of the entries received.

31. In participating in the prizes, the winners agree to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. Winners (and Qualifiers) agree to granting the Promoter a perpetual and non-exclusive licence to use such footage and photographs in all media worldwide, including online social networking sites, and the winners (and Qualifiers) will not be entitled to any fee for such use.

32. Prize-winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.

33. The Promoter (subject to State and Territory legislation) reserves the right to amend, cancel or suspend this competition if an event beyond the control of the Promoter corrupts or affect the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition. In particular, computer generated entries and the use "scripting" is not permitted and will not be accepted.

34. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

35. Nothing in these Terms and Conditions limit, exclude or modify 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 the ASIC Act or similar consumer protection laws in the State and Territories of Australia ('**Non-Excludable Guarantees**').

36. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes 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: (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 their 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 liability incurred by a winner or Entrant; or (f) use of a prize The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Non-Excludable guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

### **Competition permits**

Authorised under: NSW Permit No. LTPS/16/03422

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