

**MELBOURNE VIXENS MEMBER BENEFITS PROMOTION
TERMS AND CONDITIONS**

General Information

1. The promoter is Victorian Netball Association trading as Netball Victoria (ABN 83 704 752 745) of 487 King Street, West Melbourne, Victoria 3003 (**Promoter**).
2. These terms and conditions (**Terms and Conditions**) apply for the 2018 Nissan's Favourite Fan Promotion (**Promotion**) to be conducted by the Promoter.
3. Information on how to enter the Promotion and the prizes available from part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
4. Entries which do not comply with these Terms and Conditions are void.
5. Entry is open to all residents of Victoria aged 18 years and over as at the time of entry. Directors, officers, management and employees (and the immediate family members of directors, officers, management and employees) of the Promoter or any companies and agencies associated with the Promotion are not eligible to enter. For the purposes of these terms and conditions, "immediate family members" include a spouse, ex-spouse, de-facto spouse, parent, child, sibling or step-child whether or not they live in the same household. For the avoidance of doubt, entry is not open to residents outside of Victoria.
6. The Promotion commences on **2 April 2018 at 3.00 pm** (AEDST) and concludes on **5 August 2018 at 11:59 pm** (AEDST) (**Promotion Period**). The Promoter reserves the right to extend the Promotion Period at its own discretion subject to any relevant legislation.

Entry requirements and Promotion details

7. The Promotion will be conducted as follows:
 - (a) There is no cost for entry to the Promotion.
 - (b) Individuals who are eligible to and wish to enter the Promotion (**Entrants**) must attend hold a valid Melbourne Vixens membership for 2018.
 - (c) At a select time during selected Home Games, Entrants will be selected as winners of those prizes.
 - (d) For the South African Airways prize - one attendee will be chosen as the winner at the after match member function at round 1, 28 April, Hisense Arena. The winner of the Samsung Fridge will be drawn at the after match function, round 14, 5 August, Hisense Arena.

Prize

8. There will be two winners.
9. One Major Winner will receive a 4 x return airfare to Capetown, South Africa, valued at \$20,000 with all connecting flights from Melbourne to Perth and flight taxes

covered. The actual flight dates must be booked for travel before 30 June 2018, and flights are valid until 30 June 2019, with a blackout period not valid for travel between 30 November 2018 to 16 January 2019.

10. One Major winner will receive a SAMSUNG Family Fridge valued at \$3,800.00 RRP
11. The Prizes will be awarded to the Major Winner within 14 days of the Major Winner being selected.
12. The Prizes are not transferable, exchangeable or redeemable for cash. Prize value is in Australian dollars exclusive of GST and is based on the recommended retail value of the prize at the time of printing.
13. Neither the Promoter nor Samsung Australia Pty Ltd, or South African Airways Ltd accept responsibility for any variation in the value of any part of the Prize. If any part of the Prize is unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the Prize or any part of the Prize for a prize of equal value and/or specification. To the extent permitted by law:
 - (a) Neither the Promoter nor the sponsors make any representations or warranties as to the suitability of the Prize; and
 - (b) no compensation will be payable if, for any reason, a winner is unable to use the Prize as stated.

Judging

14. The Promotion is drawn as a lottery. Chance plays no part in determining the winner. Each valid entry will be put into a barrel and drawn randomly by the Promoter. The Promoter's decision on the Promotion winner is final and no correspondence will be entered into.
15. The Major Winners (**Winning Entrants**) will be notified in person at the time of being selected as a winner as well as by phone and in writing within two business days of being selected as a winner. The Major Winner's name will be published on the Promoter's social media channels within seven business days of being selected as a winner and remain available to the public on those channels for at least a period of 28 days.
16. The Promoter may in its absolute discretion deem a Winning Entrants' entry invalid subsequently to the Winning Entrant being notified or their name being announced if it is discovered that one of the Winning Entrants did not comply with these Terms and Conditions. In those circumstances, the next best entry (as determined at the complete discretion of the Promoter) will be deemed to be the winner in place of the disqualified Winning Entrant. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result.
17. Once a Major Winner has been confirmed, the Promoter will contact the Major Winner to arrange for delivery of the Prize.
18. It is a condition of accepting the Prize that the Winning Entrants must comply with all the conditions of use of the Prize and the requirements of the supplier of the Prize.
19. Entrants consent to the Promoter and the sponsors using the Entrant's name, likeness, image, voice and/or entry in the event they are a winner including photograph, film and/or recording of the same in any media for an unlimited period without remuneration for the purpose of promoting the Promotion including any

outcome, and promoting any products or materials manufactured, distributed and/or supplied by the Promoter or the sponsors and any related use by the Promoter of the brands.

20. It is a condition of accepting the Prize that the Major Winner agrees to participate in and cooperate with all reasonable media editorial requests, including but not limited to, being interviewed, photographed and filmed and the Major Winner grants each of the Promoter and the sponsors a perpetual, irrevocable, non-exclusive, royalty free licence to use such footage and photographs in all media worldwide and the Major Winner will not be entitled to any fee for such use. The inclusion of any such recordings, footage or photographs (including but not limited to creative control of such recordings, footage or photographs) will remain with either the Promoter or Nissan (as applicable) at all times.

General

21. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law:
- (a) to disqualify any Entrant; or
 - (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
22. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the Promotion within the dates and in the manner described in these Terms and Conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel or vary the Promotion and recommence it from the start on the same conditions, subject to any relevant legislation.
23. As a condition of accepting the Prize, the winner may be required to sign legal documentation as and, in the form, required by the Promoter and/or the sponsors in their absolute discretion, including but not limited to a legal release and indemnity form.
24. The Promoter reserves the right, at any time, to verify the validity of entries and Entrants. Identification, age, residency, entry and parenthood or legal guardianship considered suitable for verification is at the discretion of the Promoter.
25. The Promoter reserves the right in its sole discretion to disqualify any individual who it has reason to believe has breached any of these Terms and Conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

Liability and release

26. Except for any liability that cannot be excluded by law, the Promoter and the sponsor and each of their related entities exclude all liability (including liability in negligence) for any claim, personal injury, death, loss or damage (including loss of opportunity), cost or expense that may be suffered, incurred or sustained by the Entrant or the Winning Entrant, whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to, arising out of the following:

- (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 its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter and the sponsors;
 - (d) any variation in prize value to that stated in these Terms and Conditions of entry;
 - (e) any participation in the Promotion; and/or
 - (f) redemption and use by the winner of any Prize.
27. All Entrants, including the Winning Entrants provide a release and indemnity to the Promoter and the sponsors and each of 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 Promoter or Nissan 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 each Winning Entrant in relation to the Promotion or the Prize.
28. The Promoter and sponsors and their related entities and their respective officials, servants, representatives, agents and sponsors (and any of their respective representatives) take no responsibility for defective prizes or prizes damaged or lost in transit, or late, lost or misdirected mail.
29. The release and indemnity in clauses 28, 29 and 34 (each a **Relevant Commitment**) is given by each Entrant (including the Winning Entrants) in favour of the Promoter and sponsors. It is acknowledged that:
- (a) the Relevant Commitment is given by each Entrant and the Winning Entrants for the benefit of both the Promoter and sponsor, with the intention that each is entitled to rely on and enforce the Relevant Commitment; and
 - (b) the benefit of the Relevant Commitment is held by each of the Promoter and sponsor on its own behalf (respectively).

Personal information

30. Personal Information will only be collected from Winning Entrants. Winning Entrants' personal information will be collected by the Promoter for the purpose of conducting and promoting this Promotion (including for the purpose of identifying and notifying the Winning Entrant). Without limiting the foregoing, the Promoter may disclose Winning Entrants' personal information to other parties assisting in the administration of the Promotion including to the Promoter's related entities, sponsor, external service providers and authorities that regulate this Promotion. By accepting the Terms and Conditions, the Winning Entrant consents to the Promoter, its related entities and business partners (as applicable) using the Winning Entrants' personal information for the purpose of sending direct marketing messages with respect to programs, products and services available through any or all of them. The Promoter will handle the Winning Entrants' personal information in accordance with the Promoter's Privacy Policy which is available at <https://vic.netball.com.au/privacy->

[policy/](#). Winning Entrants may request access to or correction of their personal information by writing to HR Manager, Netball Victoria c/- info@netballvic.com.au.

31. These Terms and Conditions are governed by the laws of the State of Victoria, Australia and each Entrant agrees to submit to the exclusive jurisdiction of the courts of Victoria.
32. The Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. By participating, the Entrant hereby releases and holds harmless Facebook from any and all liability associated with the Promotion.

Win a lunch with the Vixens

1. To enter the draw, you must be a paid 2018 Melbourne Vixens Member and must email the correct answer by 5pm Friday 22 June 2018 to membership@melbournevixens.com.au
2. A maximum of three Melbourne Vixens players may be in attendance.
3. Lunch will be at a location, date and time to be determined by the Melbourne Vixens.
4. Lunch is available for up to four people to attend.
5. This Prize is not transferable, exchangeable or redeemable for cash.
6. Winners will be notified via email and telephone and their names will be published on the Melbourne Vixens website and may be communicated to 2018 Melbourne Vixens members via email.