

"Sydney Swans 2021 Membership Drive"
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 the clauses below, entry is open to all residents of Australia who have fulfilled the requirements set out below ('**Eligible Entrants**'). Entrants must be over the age of 18, as of the date of competition close (15/12/2021 – see promotional period below).
4. Employees, and their immediate families, of the Promoter, the Sponsor, 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 stepchild (whether natural or by adoption), parent, step parent, grandparent, step grandparent, uncle, aunt, niece, nephew, brother, sister, step brother, step sister or 1st cousin.
5. The Promoter is Sydney Swans Limited (ABN 48 063 349 708) (the '**Promoter**'). The Promoter's address is Light Tower #4, Driver Avenue, Moore Park, NSW 2021.
6. The Sponsor is Volkswagen Group Australia Pty Limited (ABN 14 093 117 876) (the '**Sponsor**'). The Sponsor's address is 24 Muir Road, Chullora, NSW 2190.

How to Enter

7. To enter Eligible Entrants must, during the Promotional Period (defined below) visit <https://membership.sydneyswans.com.au/> and renew their current 2021 Sydney Swans membership or join to become a new 2022 Sydney Swans Member. All Eligible Entrants must opt in to enter the competition.
8. All 2022 membership renewals and sign-ups will go in the draw to win a Volkswagen T-Cross 85TSI Life 7-Speed DSG in Ascot Grey.
9. Eligible Entrants must renew or sign up to one of the following 2022 Sydney Swans membership products in order to go in the draw. The table below outlines the different products along with the number of entries Eligible Entrants receive per product into the draw:

2022 Sydney Swans Membership Product Name	Number of Entries Received into the Draw
Swans Swifts	3
Red 3	3
Red 5	5
Red Zone 11	11
Swans Pass	11
Vic MCC Member	3
Vic AFL Platinum	11
Vic Flexi	5

Vic Ultimate	11
Mini Membership	2
Reserved Seat	11
Blood 5	15
AFLW Foundation Members	5
Supporter Members	3
Interstate Members	3
Smart Pay Members	3

10. Memberships not listed above will not be eligible.
11. Eligible Entrants have the opportunity to upgrade their membership in order to receive further entries into the draw.
12. By submitting an entry into this competition Eligible Entrants consent to receive promotional and other marketing messages from the Promoter and the Sponsor (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter or the Sponsor (as the case may be).
13. The Promoter and Sponsor collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). In this case the Sponsor will only be collecting the following information – Name, Email, DOB, Suburb, State and Post Code.
14. Quality-control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.
15. The promotion will award only one (1) Major Prize opportunity.
16. Entries must provide contact details on request to be eligible to win. Entrants may only enter in their own name. Inaudible, incomprehensible, illegible, and incomplete entries may be deemed invalid.

Number of Entries Permitted

17. All entrants may enter once for a chance to win. Subsequent entries from the same person from a different email address will be deemed invalid.

Open, Close, Draw and Publish Dates

18. The competition commences on **01/11/2021** at **9:00 AM** and closes **14/12/2021** at **11:59 PM ('Promotional Period')**. All times noted in these Terms and Conditions are local times, based on the location of the Promoter. If any draw date falls on a public holiday, as defined in the state of the Promoter, that draw will be conducted on the next business day. Entries must be received by the Promoter prior to the competition close date and time.
19. The winner will be drawn at the Promoter's Premises on **15/12/21** at **10:00 AM**. The Promoter will contact the winner by phone or email by **5:00 PM** on **15/12/2021**. Their names will also be published on **15/12/2021** at www.sydneyswans.com.au
20. The Promoter may conduct such further draws on **12/01/2022** (at 11:00 AM at the Promoter's premises) if the prize is unclaimed by this date, subject to State and Territory legislation. Winners of any further draws will be notified by email within two business days of the draw. Their names will also be published on **12/01/2021** at www.sydneyswans.com.au for 28 days.

21. Any member who has signed up prior to **01/11/2021** will be contacted via email to opt in and enter the competition.

Prize on Offer

22. The total prize pool is valued at up to \$34,183 (including GST), as at 3/11/2021.
23. The total number of winners in this competition is one (1). The prize on offer is a Volkswagen T-Cross 85TSI Life 7-Speed DSG valued at \$34,183 in Ascot Grey (being the manufacturer's recommended driveaway price for NSW including GST).
24. The Volkswagen T-Cross 85TSI Life 7-Speed DSG must be picked up from the Winner's nearest Volkswagen dealership. This will be determined by the Sponsor.
25. The prize includes 12 months' registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State).
26. The Promoter and Sponsor take no responsibility for petrol, comprehensive insurance, health, transport, body, paint or mechanical damage, or any other costs or damages, from date of delivery. The Winner will be responsible for any expenses incurred in getting to and from their nearest authorised Volkswagen Dealer. The prize value includes on-road costs.
27. If the Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the Winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter and Sponsor take no responsibility for any such arrangements between the Winner and the assignee. The Winner must provide the Sponsor with certified copies of all required documentation as required by the Sponsor before the Prize is awarded.

Further Terms and Conditions

28. 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.
29. Any entrant found to be entering incorrect contact details, including incorrect email contact details, will have their entry invalidated and any claim to the prize will be invalidated. If such an entrant is awarded the prize and then found to have breached this clause, the entrant must immediately return the 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.
30. 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. Cash will not necessarily be awarded as a substitute. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the

prize and prize supplier's requirements. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.

31. The Promoter reserves the right to request winners to sign a winner's deed of release (and indemnification) or any other relevant forms or agreements that the Promoter or Sponsor 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 the 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.
32. The Promoter reserves the right to conduct a redraw in the event that an entrant, claiming to be a winner, is unable to satisfy these Terms and Conditions or has breached these Terms and Conditions.
33. 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.

Privacy Collection Statement

34. By submitting an entry into this competition entrants consent to receive promotional and other marketing messages from the Promoter and the Sponsor (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter or Sponsor (as the case may be).
35. The Promoter and Sponsor and their related entities collect entrants' personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). In this case the Sponsor will only be collecting the following information – Name, Email, DOB, Suburb, State and Post Code. The Promoter may disclose personal information collected to an agent who is engaged to conduct the competition draw and for prize fulfilment. The Promoter may also disclose personal information collected to Australian regulatory authorities, such as the regulators of trade promotions. Promoter and Sponsor will otherwise handle your personal information in accordance with their Privacy Policies available at <https://www.sydneyswans.com.au/privacy> (Promoter) and <https://www.volkswagen.com.au/en/privacy-policy.html> (Sponsor). You may request access or to update your personal information or lodge a complaint by writing to The Privacy Officer, Sydney Swans Limited (ABN 48 063 349 708) of Light Tower #4, Driver Avenue, Moore Park, NSW 2021 (Promoter) or The Privacy Officer, Volkswagen Group Australia Pty Limited (ABN 14 093 117 876) of 24 Muir Road, Chullora, NSW 2019 (Sponsor).

Copyright, Statutory Guarantees, Waiver and Liability

36. 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.
37. In participating in the prize, the winner agrees to participate and co-operate as required in all editorial activities relating to the Competition, including but not limited to being interviewed and photographed. The winner (and their companions) agree to granting

- the Promoter and the Sponsor 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 their companions) will not be entitled to any fee for such use.
38. The prize-winner is advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of that prize.
 39. 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 affects 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.
 40. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
 41. 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**').
 42. 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.

Competition Permits

43. NSW - TP/01423, ACT - TP 21/01884, SA TP/27295