

## Terms and Conditions

### Club Competition – Fremantle Football Club and City of Cockburn Local Legends

#### Entry Details:

1. This document contains the terms and conditions of entry and the prizes forming the Fremantle Football Club and City of Cockburn Local Legends competition (**Promotion**). Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. The promoter is the City of Cockburn ABN (27 471 341 209) of 9 Coleville Crescent, Spearwood WA 6163, and the Fremantle Football Club ABN (83 006 055 249) of 31 Veterans Parade, Cockburn Central WA 6164, (“**Promoters**”).
3. There will be **one promotion period** across this promotion, commencing 5.00pm, Friday 21 July 2023 and closing at 5.00pm, Sunday 30 July 2023.

All times indicated in these Terms and Conditions are in AWST.

The promotion consists of three (3) competition entry points:

- a) Local Legends competition
  - b) Little Local Legends competition
  - c) Local Business Legends competition
4. There will be three (3) winners drawn at the end of the Promotion Period across the three (3) competition entry points.
  5. The Winner(s) will be determined by the following criteria:
    - a) This is a game of chance, selected by random electronic draw (“**Criteria**”).
    - b) Winners must be a resident of the City of Cockburn.
  6. All winner(s) will be determined per the following:
    - a) Time: 9:00am
    - b) Date: Monday 31 July, 2023
    - c) Location: City of Cockburn, 9 Coleville Crescent, Spearwood WA 6063
  7. Entry excludes Elected Members, directors, management, employees, officers of the Promoters and other agencies, firms or companies associated with this Promotion and

their immediate families. Immediate family means any of the following: spouse, ex-spouse, de-facto 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 first cousin.

8. For Competition inquiries, email [communications@cockburn.wa.gov.au](mailto:communications@cockburn.wa.gov.au)

#### **Full Terms and Conditions of Entry:**

9. To participate in the Promotion, entrants must, before the end of the Promotional Period:

##### Local Legends:

- a) Visit the URL [www.cockburn.wa.gov.au/Local-Legends](http://www.cockburn.wa.gov.au/Local-Legends) and
  - i. enter their details and all mandatory fields (“**Entry**”)
  - ii. live in the City of Cockburn.

##### Little Local Legends:

- a) visit the URL [www.cockburn.wa.gov.au/Little-Local-Legends](http://www.cockburn.wa.gov.au/Little-Local-Legends) and
  - i. tell us their favourite Fremantle Dockers player
  - ii. enter their details and all mandatory fields (“**Entry**”)
  - iii. live in the City of Cockburn.

##### Local Business Legend:

- a) visit the URL [www.cockburn.wa.gov.au/Local-Business-Legend](http://www.cockburn.wa.gov.au/Local-Business-Legend) and
  - i. enter their details and all mandatory fields (“**Entry**”).
  - ii. operate within the City of Cockburn.

10. To win the Prize, the Entry will be selected per the Criteria. Each Entry will automatically enter the Promotion.

11. Only one (1) Entry per person is permitted. The Promoters reserves the right to verify the validity of entries and entrants. Incomplete or indecipherable entries will be deemed invalid. The Promoters may, in its sole discretion, disqualify any entry which in the opinion of the Promoters includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the Promoters’ opinion, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promoters. This includes, but is not limited to, entrants and households using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases. In the event that a winner is disqualified and has been awarded a Prize, that entrant may be required to return the Prize or reimburse the value of the Prize Promotor.

12. The cost of accessing the promotional website will be dependent on the entrant’s individual Internet Service Provider.

13. The prizes for the competitions stated before are:

14. The prize for the **Local Legend competition** consists of:

- i. Major Prize (1 Winner)
  - a. One (1) x Double Pass (two tickets) to sit in Category 5 seats of the match at the Promoter’s Round 21 AFL home game against Brisbane Lions game at Optus Stadium on Sunday 6 August, 2023, and 2 Boundary Rider spots.

and;

- b. One (1) x “Local Legends Prize Pack” consisting of \$1,000 Cockburn Gateway voucher, \$500 Adventure World gift voucher and \$500 Coogee Common voucher.
- ii. Second Runner-up Winners (**12 Winners**).
    - a. Six (6) Double Passes to sit in Category 5 seats of the match at the Promoter’s Round 21 AFL home game against Brisbane Lions game at Optus Stadium on Sunday 6 August, 2023 and Six (6) Double Pass “Game Day Experiences” consisting of 12 On-Field Boundary Rider spots.
  - iii. Third Runner-up Winners (**12 winners**). **Each prize consists of:**
    - a. 12 Double Passes to sit in Category 5 seats of the match at the Promoter’s Round 21 AFL home game against Brisbane Lions game at Optus Stadium on Sunday 6 August, 2023.

Together the “**Local Legends prizes**”.

15. The Prize for the **Little Local Legends competition** (1) consists of:

- a. Six tickets to sit in Category 5 seats of the match at the Promoter’s Round 21 AFL home game against Brisbane Lions game at Optus Stadium on Sunday 6 August, 2023
- and;
- b. One (1) “Game Day Experience” consisting of six (6) persons on-field with the Fremantle Dockers in a Guard of Honour (persons are “Little Legend” with 18+ guardian).

Together the “**Little Local Legends prize**”.

16. Total Prize pool of this Promotion is valued at AUD\$TBC (RRP incl. GST)

17. The Prize for the **Local Business Legends competition** consists of:

- i. Major Prize (5 Winners)
  - a. One (1) Double Pass to sit in Category 5 seats of the match at the Promoter’s Round 21 AFL home game against Brisbane Lions game at Optus Stadium on Sunday 6 August, 2023 **and** One (1) Double Pass) “Game Day Experience” consisting Boundary Rider spots
- ii. Runner Up Winners (16)
  - a. One (1) Double Pass to sit in Category 5 seats of the match at the Promoter’s Round 21 AFL home game against Brisbane Lions game at Optus Stadium on Sunday 6 August, 2023.

18. If any of the Prizes (or part of any prize) is unavailable, the Promoters, in its discretion, reserve the right to substitute any Prize (or that part of the prize) with another prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

19. Both winners of the promotional periods will be notified by phone and email with the all winners to be notified by 5pm on Wednesday 2 August.

20. If the Prize is not claimed within two days (2 days), the Promoters reserves the right to select a new Winner(s) via the same method.

21. Time and Date of the Prize will be at a time determined by the Promoters.

22. Entrants consent to the Promoters using their name, likeness, image and/or voice 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 this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoters.

23. 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 Promoters, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoters reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate.

24. 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 Promoters and any other parties associated with this

promotion (including its respective officers, employees and agents) 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 the promotion.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters and any other parties associated with this promotion (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 Promoters) due to any reason beyond the reasonable control of the Promoters; (d) any tax liability incurred by a winner or entrant; or (e) taking/use of and/or participation in a prize.

26. As a condition of accepting a Prize, the winner may be required to sign legal documentation as and, in the form, required by the Promoters in their absolute discretion, including but not limited to a legal release and indemnity form.

27. All entries become the property of the Promoters. The Promoters collect personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers, and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in its Privacy Policy, which can be viewed at either links below:

Fremantle Football Club: <https://www.fremantlefc.com.au/privacy-policy>

City of Cockburn: <https://www.cockburn.wa.gov.au/Privacy>.

The Promoters may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. Their Privacy Policies also contain information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoters. Unless specified otherwise, the Promoters may disclose entrant's personal information to any entity outside of Australia (see Promoter's Privacy Policy for details).

28. This Promotion is governed by the laws of WA, Australia. All entrants submit to the jurisdiction of the courts of WA.

### **Prize Specific Terms and Conditions:**

29. Little Local Legend Winner must be accompanied by an adult parent or guardian to participate in the Ticket and Guard of Honour Component of the Prize.

30. Winner and the Winner's guests must abide by the Optus Stadium Conditions of Entry and AFL Conditions of Entry at Optus Stadium available here:

<https://optusstadium.com.au/legal/conditions-of-entry>

31. No component of the Prize is transferrable or exchangeable.