

TERMS AND CONDITIONS FOR AUSTRALIAN SPORTS FOUNDATION “WIN a personalised kicking lesson with AFL Premiership Coach Mark Williams?” Competition

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this “WIN a personalised kicking lesson with AFL Premiership Coach Mark Williams” (“Promotion”) is deemed acceptance of these Terms and Conditions. All times and dates throughout these Terms and Conditions will be based on ACT local time. The “Promoter” is the Australian Sports Foundation.
2. The following are ineligible: (i) employees of the the Promoter; (ii) the spouse, defacto spouse, parent, child or sibling (whether by birth or adoption) of an excluded employee; and (iii) any person who the Promoter has previously notified is not permitted to enter the Promoter’s promotions.
3. This Promotion commences at EST 9:00am on Friday 1 May, 2020 and ends at EST 5:00pm on Friday 15 May, 2020 (“Promotion Period”).
4. To enter this Promotion, eligible individuals must, during the Promotion Period, fill out the Facebook Competition.
5. Limit of one (1) entry permitted per email address.
6. Subject to Clause 9 below, the prizes will include:
Kick Doctor sessions for:
 - * 1 x Local Coach – wanting to learn how to coach kicking
 - * 1 x State League Female Coach – wanting to learn how to coach kicking
 - * 2 x U18 Female Players
 - * 2x U18 NAB League Players
 - * 2x U14 Male Player (Must be accompanied by a parent or guardian)
 - * 2x U14 Female Player (Must be accompanied by a parent or guardian)
 - * 1 x12 person 40 min Zoom session for Coaches on Coaching Kicking or Drill Design.(Where possible coaches will be from every state / territory in Australia with a mix of both male & female coaches).
7. The winners will be those who, in the subjective opinion of the Promoter, Complete the Facebook Competition Form and meet the criteria outlined in Clause 6. Selection is at the sole discretion of the Promoter and winners will be notified via email Friday 22 May, 2020. The Promoter’s decision is final and no correspondence will be entered into.
8. If there are less "qualified" entrants for a given prize, where qualified means appropriate demographic for said prize all entries will receive a prize.
9. Incomplete, indecipherable or illegible entries will be deemed invalid.
10. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

11. Prize is subject to the standard terms and conditions of individual prize and service providers. If for any reason a winner does not take the prize or an element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.

12. If any prize (or part of any prize) is unavailable due to reasons beyond the control of the Promoter, the Promoter in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.

13. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Prizes will be distributed at the discretion of the Promoter.

14. Entrants consent to the Promoter using the entrant's 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).

15. The Promoter reserves the right, at any time, to verify the validity of entries (including contacting Participants) and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

16. 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, including but not limited to technical difficulties, unauthorised intervention or fraud, 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.

17. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.

18. 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, 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its officers, employees and agents exclude 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.

19. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its officers, employees and agents are not responsible for and exclude 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 correspondence that is late, lost, altered, damaged or misdirected (whether received by the Promoter or not) due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("Content"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law.

21. As a condition of entering this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry (which shall include Content) to the Promoter.

22. The "Promoter" is Australian Sports Foundation (ABN 27 008 613 858) of Leverrier St Bruce ACT, 2617. Australian Sports Foundation was established by the Australian Government to raise funds through public and corporate donations for the development of sport in Australia. The ASF's specific listing in the Income Tax Assessment Act (1997) (Subdivision 30-B, s30-90) means donations to us of \$2 or more are tax deductible.